

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
CENTRAL DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

BRENDA DION, DOUGLAS A. DION,
and ANY PARTY IN POSSESSION,

Defendants.

CIV. 20- 3003

COMPLAINT

The United States of America, Department of the Interior, Bureau of Indian Affairs, by and through Ronald A. Parsons, Jr., United States Attorney, and Assistant United States Attorney Ellie J. Bailey, hereby makes the following Complaint.

JURISDICTION AND VENUE

1. This is an action by the United States to recover use and possession of federal government property, as well as to recover debts associated therewith, including rents and profits under contract and in equity.

2. Defendants Brenda Dion and Douglas A. Dion reside in Buffalo County, South Dakota.

3. This Court has jurisdiction under 28 U.S.C. § 1345 because the United States of America is the Plaintiff.

4. Where the jurisdiction of the district court is predicated on a statute granting district courts original jurisdiction in civil actions commenced by the

United States, the law of the state in which the land is located governs the controversy. *See United States v. Pennebaker*, Civ. 06-06287, 2007 WL 1655595, at *5 (N.D. Cal. June 7, 2007) (citing *United States v. Williams*, 441 F.2d 637, 643 (5th Cir.1971) (stating in the absence of a contravening federal statute or policy, suits by the Government to protect its proprietary interests in land are local in nature)). The property at issue is located in South Dakota.

FACTUAL BACKGROUND

5. The Bureau of Indian Affairs (BIA) is an agency of the United States Government within the Department of the Interior (DOI).

6. In 1954, the United States, through the DOI, purchased 40 acres of land in Buffalo County, South Dakota, located on the Crow Creek Indian Reservation. A certified copy of the recorded deed is attached to this Complaint as **Exhibit 1**.

7. The United States owns the property in unrestricted fee status. *See* Title Status Report, attached hereto as **Exhibit 2**. The legal description of the property, Tract 342 G 2018, is as follows: NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 14, Township 107 North, Range 72 West, 5th Principal Meridian (hereinafter "Tract G"). *Id.*

8. Government issued housing Unit 109, also owned by the federal government, is located on Tract G.

9. Unit 109 was built in 1939; the home has two bedrooms and one bathroom. Unit 109 was moved to Tract G in the late 1950s or early 1960s due to the construction of the Ft. Randall Dam. A map of Tract G is attached hereto as **Exhibit 3**.

10. Defendant Brenda Dion (Dion) was employed by the BIA from July 23, 1984, until October 1, 2017, when she retired from federal service. Dion's official last day of duty was September 29, 2017. See **Exhibit 4** (Dion's final exit clearance document).

11. While Dion was employed with the BIA, she was authorized to live in Unit 109 through a series of government housing assignment agreements. She began residing in Unit 109 on October 12, 1992, and signed her final Government Assignment Housing Agreement (Agreement) as a federal employee on January 25, 2017. See **Exhibit 5**.

12. Pursuant to the Agreement, Dion agreed to pay \$514.05 per month in rent. *Id.* The Agreement provided that Dion's occupancy of Unit 109 was to terminate upon the expiration of her employment, unless terminated earlier at the option of either party with 30 days' notice. *Id.*

13. Following Dion's retirement on October 1, 2017, the BIA sent Dion notice of the termination of her housing assignment on October 24, 2017. See **Exhibit 6** (Termination Notice). Dion acknowledged receipt of the notice. *Id.* at 2. The notice indicated Dion could continue to occupy Unit 109 for a period "not to exceed 60 days" absent extenuating circumstances. *Id.* at 1. Any extensions beyond this timeframe would require BIA approval. *Id.* Dion was obligated to continue to pay rent. *Id.*

14. Dion received official notice her October 2017 rent was due by letter dated October 25, 2017. See **Exhibit 7**. Dion acknowledged receipt of the letter. *Id.* at 2.

15. On November 30, 2017, Dion asked to occupy Unit 109 until February 28, 2018. See **Exhibit 8**. The request was granted, and the first of five (5) revocable licenses (authorization to hold over) was executed. *Id.* at 2.

16. The five revocable licenses, issued to give Dion additional time to find alternative housing, are summarized below:

License No.	Exhibit No. ¹	Covered Period	Rent Amount	Status
1	Exhibit 8	12/1/17 – 2/28/18	\$514.05 / month	
2	Exhibit 9	3/1/18 – 4/30/18	\$514.05 / month	
	Exhibit 10	5/1/18 – 6/15/18	\$514.05 / month	No authorization to reside in Unit 109.
3	Exhibit 11	6/16/18 – 7/15/18	\$514.05 / month	
4	Exhibit 12	7/16/18 – 2/28/19	\$514.05 / month	Mutually cancelled on 11/2/18 and replaced by License No. 5. Exhibit 13 at 12.
5	Exhibit 13	11/01/18 – 2/28/19	\$533.40 / month	

17. Dion was continually sent notices of outstanding rent owed. See **Exhibits 10, 11, 12, and 14**.

¹ Some of the revocable licenses sent to Dion were accompanied by letters and documentation related to outstanding rent. In those instances, such additional materials are included along with the revocable license as a part of the exhibit.

18. Dion was notified that the monthly rental rate for Unit 109 increased to \$533.40 by letter dated November 1, 2018. See **Exhibit 13**. Dion acknowledged receipt of the notice on November 2, 2018. *Id.* at 11.

19. Unit 109 was inspected on November 21, 2018, and found to be in need of attention, repair, and cleaning.

20. Efforts were made to assist Dion in finding other housing. On August 8, 2018, Dion met with Superintendent Patrick Duffy and Deputy Superintendent Daigre' Douville. See **Exhibit 14** (letters regarding meetings and collection efforts) at 1. The parties discussed the option of Dion renting a house through the Crow Creek Tribal Housing Authority. *Id.*

21. In September 2018, Dion was notified by the BIA that arrangements had been made for her to either rent or purchase one of the Crow Creek Housing Authority homes in Ft. Thompson. See **Exhibit 12** at 1. Dion did not pursue either of these options.

22. After failing to vacate Unit 109 despite repeated assurances she would do so, Dion was issued a Preliminary Eviction Notice on March 1, 2019. See **Exhibit 15** at 1-2. Dion was given until March 31, 2019, to pay all outstanding rent and vacate the premises. *Id.* at 2. Dion acknowledged receipt of this notice. *Id.* at 3.

23. Dion failed to vacate the unit or pay rent.

24. No family members are authorized to reside in Unit 109 with Ms. Dion unless she is authorized to be in the Unit. Dion's husband, Douglas A. Dion,

resides in Unit 109 with Dion. Mr. Dion is not a federal employee and is not authorized to be on the premises.

25. On April 1, 2019, Dion was issued a Final Eviction Notice. See **Exhibit 16** at 1-2. Dion was notified she was illegally occupying government quarters, that she had accrued back rent of \$9,330.30, and that if she failed to immediately vacate the premises, the matter would be referred for ejection proceedings and an action to recover associated costs. *Id.* Dion acknowledged receipt of this notice. *Id.* at 4.

26. Dion again failed to vacate or pay rent.

27. On October 1, 2019, Dion was again given written notice to vacate or face eviction. See **Exhibit 17**. Dion acknowledged receipt of this notice via certified mail. *Id.* at 2.

28. Dion failed to vacate or pay rent.

29. In November 2019, Notices to Quit and Vacate were delivered to the United States Marshals Service (USMS) for service upon both Brenda and Doug Dion. See **Exhibit 18** and **Exhibit 19**. The Notices gave the Dions 14 days to vacate Unit 109. *Id.*

30. The USMS made an initial service attempt on November 15, 2019, but Defendants were not found at Unit 109.

31. Defendants were served with the Notices to Quit and Vacate on the second attempt on November 21, 2019. See **Exhibit 20**.

32. Defendants are still occupying the premises. As of January 15, 2020, neither defendant is employed by the federal government. Defendants are in

possession of and occupying BIA's property and do not have permission to use, possess, or occupy the property.

COUNT I: FORCIBLE ENTRY AND DETAINER

33. The preceding paragraphs are incorporated herein by reference.

34. BIA, as the rightful and legal owner of Unit 109, has repeatedly demanded that Defendants quit and return possession of the property. Defendants have failed to quit and vacate.

35. This forcible entry and detainer action is filed pursuant to South Dakota law, SDCL § 21-16-1(4). That statute provides, in relevant part:

An action of forcible entry and detainer, or of detainer only, is maintainable: . . . (4) If a lessee in person or by subtenants holds over after the termination of his lease or expiration of his term, or fails to pay his rent for three days after the same shall be due[.]

36. As a predicate to this action, a Notice to Quit and Vacate the premises was served on Defendants in accordance with the notice and service provisions of SDCL § 21-16-2. See **Exhibit 20**.

37. Despite the service of the Notice to Quit and Vacate, the Defendants remain in Unit 109.

COUNT II: CIVIL TRESPASS

38. The preceding paragraphs are incorporated herein by reference.

39. Defendants continue to use, possess, and occupy the subject property despite notice to vacate and knowledge that they have no permission or legal right to be there.

40. BIA is damaged because the unauthorized use and possession by the Defendants has deprived BIA of the exclusive use and benefit of its property, including rents and profits therefrom.

COUNT III: BREACH OF CONTRACT

41. The preceding paragraphs are incorporated herein by reference.

42. Dion had a valid agreement with the BIA related to the lease of Government quarters.

43. Defendant Dion breached the fully executed Agreement, **Exhibit 5**, by failing to make timely and full payment of the rent (\$14,240.29 is owed as of December 31, 2019), and by failing to vacate after the lease was terminated.

44. Defendant Dion further breached each revocable license issued—**Exhibits 8, 9, 11, 12, and 13**—as each license provided that rent was to be paid in consideration for allowing Dion to stay on in Unit 109.

45. As a result of Dion's breach, BIA has economic damages for unpaid back rent and for the loss of use and rental income resulting from the holding over of Dion after the termination of the lease.

COUNT IV: UNJUST ENRICHMENT

46. The preceding paragraphs are incorporated herein by reference.

47. Defendant Doug Dion is not a federal employee and, unlike his wife, was not a signatory to the Agreement.

48. Defendants have received the benefit of occupying the federal quarters for over two years without payment of rent for their use and occupancy.

49. BIA did not give Defendants permission to stay in the quarters rent-free.

50. BIA has lost income and an available unit that could provide housing to another employee and generate rental income.

51. Defendants have been unjustly enriched to the detriment of the United States and, in good conscience, should not be allowed to retain the benefit of that unjust enrichment.

CLAIMS FOR RELIEF

The United States seeks judgment and the following relief:

1. An order commanding Defendants, within seven days of entry of the order, to peacefully remove themselves and all of their personal property from housing Unit 109 and deliver possession of the property to the United States, including the delivery to the BIA or its designee of all keys to the residence;
2. An order prohibiting Defendants from re-entering, using, occupying, or possessing the federal property without the express and written permission of the BIA, its designee, assignee, or successor in interest;
3. An order authorizing the United States Marshals Service to enforce the delivery of possession to the United States, if necessary, by the forcible removal and detention of Defendants or others who may attempt to interfere;
4. An order authorizing the United States Marshals Service to oversee or arrange for removal of Defendants' personal property from the premises

and to secure the property from further occupancy by Defendants or other unauthorized persons;

5. An order for costs and expenses requiring Defendants to reimburse the United States Marshals Service and the Plaintiff for the costs and expenses incurred because of this action and for such other costs as permitted by law. Those costs should include, but not be limited to, the costs of personal service, of on-site supervision of the removal of the Defendants, of hiring workers to remove personal property, and of hiring a locksmith to change the locks and otherwise secure the premises;
6. An order that the United States Marshals Service is not responsible for the safekeeping of any of Defendants' belongings and are not liable for missing or damaged property removed by the Marshal, his designees, or contractors;
7. A money judgment against Defendants, jointly and severally for back rent for Unit 109, in the amount of \$14,240.29 (as of December 31, 2019), in accordance with the lease (Government Housing Assignment Agreement) and subsequent agreements (revocable licenses) or for double damages pursuant to SDCL § 21-3-8 for holding over after notice to quit has been duly given; and for reasonable daily rent from the date of the judgment until the date Defendants vacate the premises;
8. Pre-judgment interest as permitted by SDCL § 21-1-13.1 and SDCL § 54-3-16; and
9. An award of attorneys' fees as permitted by SDCL § 21-16-11.

Dated this 15 day of January, 2020.

RONALD A. PARSONS, JR.
United States Attorney



Ellie J. Bailey
Assistant U.S. Attorney
P.O. Box 7240
Pierre, SD 57501
(605) 945-4556
Ellie.Bailey@usdoj.gov

VERIFICATION

I, Patrick Duffy, hereby verify and declare under penalty of perjury that I am an employee of the Bureau of Indian Affairs; that I have read the foregoing Verified Complaint and know the contents thereof; that the matters contained in the Complaint are true to my own knowledge, except that any matters herein stated to be alleged on information and belief and as to those matters I believe them to be true.

I hereby verify and declare under penalty of perjury that the foregoing is true and correct. Executed on this 15 day of January, 2020.



Patrick Duffy, Superintendent
United States Department of the Interior
Bureau of Indian Affairs, Crow Creek Agency
P.O. Box 139
Fort Thompson, South Dakota 57339

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Ellie J. Bailey, AUSA
U.S. Attorney's Office, P.O. Box 7240
Pierre, SD 57501; 605-224-5402

DEFENDANTS

BRENDA DION, DOUGLAS A. DION, AND ANY OTHER PERSON IN POSSESSION

County of Residence of First Listed Defendant Buffalo
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input checked="" type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. § 1345; SDCL 21-16-1

Brief description of cause:

To recover use and possession of property owned by the federal government.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

1/17/20

SIGNATURE OF ATTORNEY OF RECORD

Ellie J. Bailey

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

(Do not write in this space)

342- 3094

5-188
(May 1949)Land being conveyed was
allotted to San Boy
Allottee No. 19
Crow CreekUNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

DEED TO RESTRICTED INDIAN LAND

THIS INDENTURE, Made and entered into this 29th day of June
one thousand nine hundred and fifty-four, by and between Margaret Stepp
Crow Creek unallotted, and Burton Stepp, Crow Creek allottee No. 1548, her husband.

of Fort Thompson, South Dakota
Indians _____, parties of the first part, and The United States of America

of Washington, D. C., party of the second part:

WITNESSETH, That said parties of the first part, for and in consideration of the sum of
Two thousand four hundred and no/100 (\$2,400.00) dollars,

in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey
unto said party of the second part the following-described real estate and premises situated in

Buffalo County, State of South Dakota

on the Crow Creek Indian Reservation, to wit:

NW/4 of NW/4, Section 14, Township 107 North, Range 72 West, 5th P. M.,

containing 40 acres, more or less, subject to valid existing rights of way.

This conveyance made in accordance with Act of December 22, 1904 (38 Stat. 867)

Revenue stamps in amount of \$2.75 affixed and cancelled
11/15/54.

together with all the improvements thereon and the appurtenances thereunto belonging. And the said
parties of the first part, for themselves and their heirs, executors, and administrators,
do hereby covenant, promise, and agree to and with the said party of the second part,
its successors heirs and assigns, that they will forever warrant and defend the said premises against the
claim of all persons, claiming or to claim by, through, or under them only.

To have and to hold said described premises unto the said party of the second part, its successors
heirs, executors, administrators, and assigns, forever.

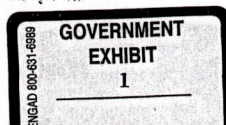
IN WITNESS WHEREOF, That said party of the first part has hereunto set their hands
and seal the day and year first-above written.

WITNESSES:

Mildred Helming
Mrs R. B. McFee

Margaret Stepp [SEAL]
(Margaret Stepp) [SEAL]

Burton Stepp [SEAL]
(Burton Stepp) [SEAL]





AS CUSTODIAN OF THE LAND TITLES RECORDS OF THE BUREAU
OF INDIAN AFFAIRS, ABERDEEN AREA OFFICE, ABERDEEN, SD.
I HEREBY CERTIFY THAT THIS IS THE TRUE COPY OF DOCUMENT
NUMBER 392-3094
DATE: 1-6-20 *Richard D. Zepher*
RICHARD D. ZEPHER MANAGER
LAND TITLES AND RECORDS OFFICE

Acknowledgments must be in accordance with the forms prescribed by the State in which the land is situated.

STATE OF South Dakota
COUNTY OF Devilson

881

BE IT REMEMBERED, That on this 29th day of June, A. D. 19 54
before the undersigned, a Notary Public in and for the County and State
aforesaid, personally appeared Margaret Stepp & Burton Stepp

to me personally known to be the identical person who executed the within instrument of writing, and
such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the day
and year last hereinabove written.

W. C. Engenbach

Notary Public
(Title)

UNITED STATES
DEPARTMENT OF THE INTERIOR

My commission expires Nov. 6, 1956

OCT - 8 1954
The within deed is hereby approved:

Orme Lewis
Assistant Secretary of the Interior

The within deed is recorded in the Office of Indian Affairs in Volume _____, Page _____
Inherited Indian Land Deed Book.

RECORDED
ABERDEEN AREA OFFICE
VOLUME 110 PAGE 17
DATE 9-7-55
FILE NO. CC-Tr. 1

INDIAN LAND DEED

FROM

Margaret Stepp, CCU and Burton Stepp

TO

United States of America

COUNTY OF Buffalo

STATE OF South Dakota

This instrument was filed for record this
15 day of November, 19 54

at 10 o'clock A. M., and duly

recorded in Book No. 17, at page 208 & 209

Sgt. Laura Bridge

Register of Deeds.

U. S. GOVERNMENT PRINTING OFFICE 16-5079-1

T. T. Recorded Indexed
Grantee Fees \$1.00 Compared.



AS CUSTODIAN OF THE LAND TITLES RECORDS OF THE BUREAU
OF INDIAN AFFAIRS, ABERDEEN AREA OFFICE, ABERDEEN, SD.
I HEREBY CERTIFY THAT THIS IS THE TRUE COPY OF DOCUMENT
NUMBER 342-3094
DATE: 1-6-20 Richard D. Zepher
RICHARD D. ZEPHER MANAGER
LAND TITLES AND RECORDS OFFICE

United States Department of the Interior
Bureau of Indian Affairs
Title Status Report

Report Certification Time and Date: 10/07/1993 08:00:00 PM

Requestor: PDUFFY Date/Time: 04/02/2019 14:15:29

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
342	CROW CREEK	G 2018	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CROW CREEK AGENCY	Both

Original Allottee: HOKSINA OR BOY

See Appendix A for Land Legal Descriptions

Title Status

Tract 342 G 2018 is held by the United States of America in trust for the land owner(s) with trust interests and/or by the land owner(s) with restricted interests and/or fee simple interests, as listed in Appendix "B" attached to and incorporated in this Title Status Report.

The title to Tract 342 G 2018 is current, complete, correct, and without defect. Ownership is in unity and interests are owned in the following title status: fee.

The tract ownership is encumbered by the title documents which have been approved by a properly delegated Federal official and are required to be recorded by law, regulation, or Bureau policy as listed on Appendix "C" attached to and incorporated in this Title Status Report.

See Appendix D for all other documents that are required to be recorded by law, regulation or Bureau policy.

No Tract Notes or Coded Remarks for this tract.

This report does not cover encroachments nor any other rights that might be disclosed by a physical inspection of the premises, nor questions of location or boundary that an accurate survey may disclose. This Report also does not cover encumbrances, including but not limited to irrigation charges, unpaid claims, not filed or recorded in this Land Titles and Records Office. This report does not state the current ownership of the interests owned in fee simple but states the ownership at the time the interest ceased to be held in trust or restricted ownership status.

This Title Status Report is a true and correct report of the status of title to the real estate described herein according to the official land records recorded and maintained in this office.

Exhibit
2

Appendix "A"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
342	CROW CREEK	G 2018	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CROW CREEK AGENCY	Both

Land Legal Descriptions

<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>State</u>	<u>County</u>	<u>Meridian</u>	<u>Legal Description</u>	<u>Acres</u>
14	107.00N	072.00W	SOUTH DAKOTA	BUFFALO	Fifth Principal	NE NW	40.000

TOTAL TRACT ACRES: 40.000

Appendix "B"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
342	CROW CREEK	G 2018	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CROW CREEK AGENCY	Both

Effective Ownership as of 10/08/2004

OWNER				DOCUMENT		NAME IN WHICH	FRACTION TRACT	AGGREGATE SHARE	AGGREGATE
Tribe	Indian / NonIndian	Title	Interest*	Class	Type	SURNAME/FIRST NAME	AS ACQUIRED	CONVERTED TO LCD	DECIMAL
CROW CREEK	Non Ind	Fee	All	Deed-NT	SPEC AUT	UNITED STATES OF AMERICA	1 1	1 1	1.0000000000

* "All" means the equitable beneficial interest and the legal title interest merged together.

IN TRUST:	0
	1 .0000000000

IN FEE:	1
	1 1.0000000000

TOTAL:	1
	1 1.0000000000

Appendix "C"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
342	CROW CREEK	G 2018	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CROW CREEK AGENCY	Both

Ownership of Tract 342 G 2018 is encumbered by the following:

<u>Contract Type/Contractor Name</u>	<u>Contract</u>	<u>Contractor ID</u>	<u>Begin Date</u>	<u>Expiration Date</u>	<u>Acres</u>	<u>Recorded Date</u>	<u>Recorded Image#</u>
Highways and Roads BIA-BRANCH OF ROADS	6044---	342C082537	09/12/1979	PERPETUAL	.920	10/08/2004	

<u>Type of Encumbrance</u>	<u>Encumbrance Holder</u>	<u>Expiration</u>	<u>Document</u>	<u>Description and Explanation</u>
SURVEY/SUPPLEMENTAL PLAT		PERPETUAL	10475	
RIGHTS OF WAY	HURON DOT	PERPETUAL	4146---	HWY R/W, APPD 12-18-62, ACT OF 02-05-48 (62 STAT 17)
RIGHTS OF WAY	BUFFALO COUNTY SOUTH DAKOTA	PERPETUAL	47236930	HWY R/W, APPD.09-17-30, ACT03-03-01(31 STAT.1084)
MISCELLANEOUS	-----	PERPETUAL	---2222	INTERESTS IDENTIFIED BY F ARE OWNED IN FEE STATUS. THIS OFFICE DOES NOT MAINTAIN RECORDS OF SUBSEQUENT TRANSFERS OR ENCUMBRANCES.

Appendix "D"

<u>Land Area</u>	<u>Land Area Name</u>	<u>Tract Number</u>	<u>LTRO</u>	<u>Region</u>	<u>Agency</u>	<u>Resources</u>
342	CROW CREEK	G 2018	ABERDEEN, SD	GREAT PLAINS REGIONAL OFFICE	CROW CREEK AGENCY	Both

No Contracts to list for Appendix D

No Encumbrances to list for Appendix D

Digitized 1952 Left Bank, Missouri River, T. 107 N., R. 72 W., 5th Prin. Mer., SD

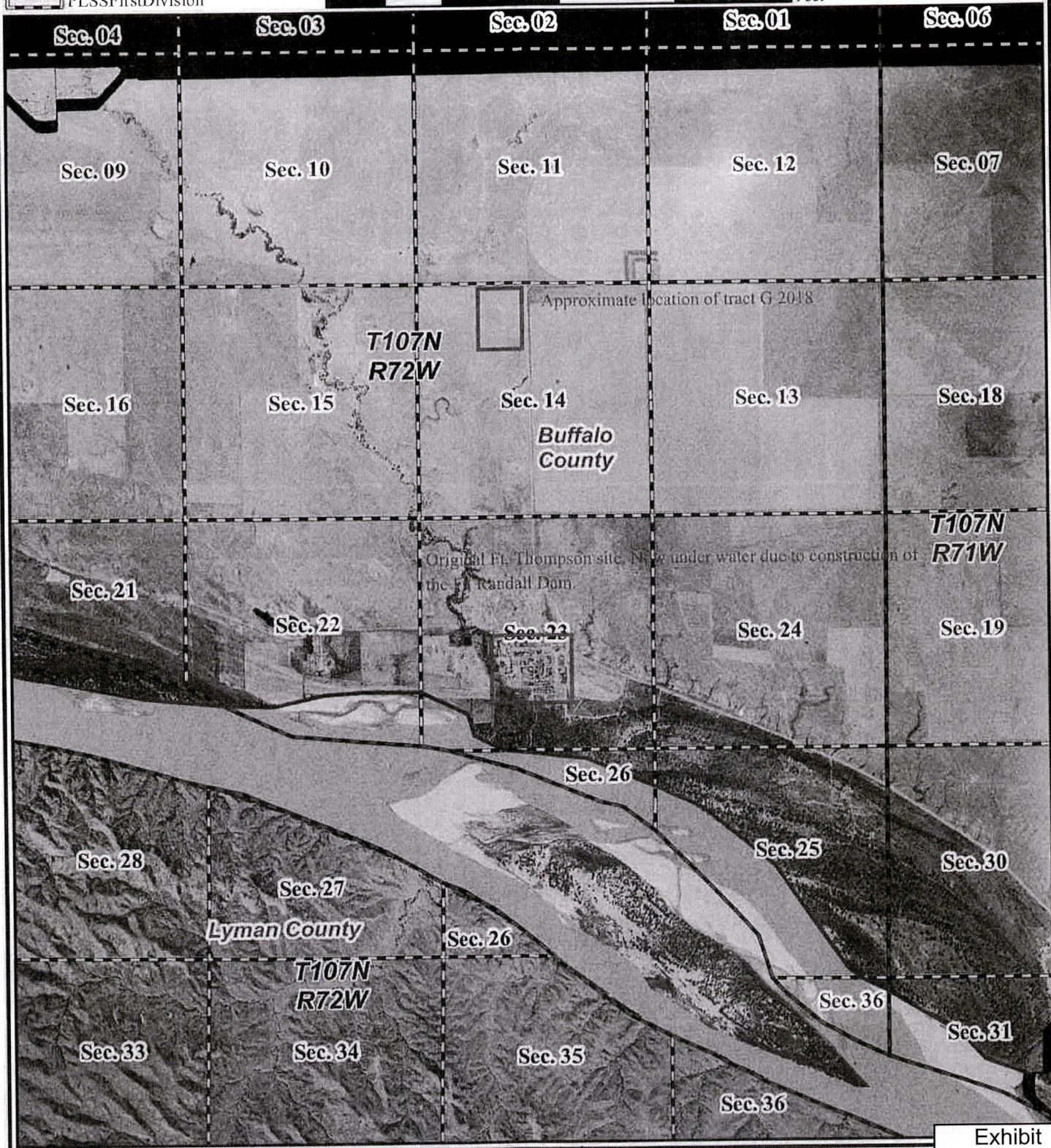
Use Constraints and Disclaimer: This information is prepared strictly for illustrative and reference purposes only and should not be used, and is not intended for legal, survey, engineering or navigation purposes. No warranty is made by the Bureau of Indian Affairs (BIA) for the accuracy of this map and the information it contains or for uses of the map for other than illustrative purposes. The BIA does not warrant the accuracy of the map, which may contain errors. The depictions contained herein are for illustrative purposes only and do not represent the legal status of the areas depicted or any interests in the lands therein. No legal inference can or should be made from the boundaries depicted or the information contained in this map, which is intended to be used solely for statistical purposes and does not represent the federal government's position on the jurisdictional status of Indian country. Ownership and jurisdictional status is subject to change and must be verified with plat books, patents, and deeds in the appropriate federal and state offices. The BIA recommends that parties seeking information on reservation boundaries first consult with the appropriate Tribe and then the BIA. The trust and restricted land area shown here are suitable only for general spatial reference.

**Legend**

- 1952 Left Bank
- PLSS Township
- PLSS First Division

0 1,320 2,640 5,280 7,920 10,560 Feet

Date: 3/19/2019



BUREAU OF INDIAN AFFAIRS FINAL EXIT CLEARANCE

Employee Name & Location: Brenda Dion Crow Creek Agency OJS	Social Security Number: [REDACTED]	Date: 10/4/2017 Last Day of Duty: 09/29/2017
<input type="checkbox"/> Separation <input type="checkbox"/> Resignation <input checked="" type="checkbox"/> Retirement <input type="checkbox"/> Transfer To: <input type="checkbox"/> Reassignment To Bureau:		Forwarding Address: PO Box 116 Ft. Thompson SD 57339

Employing offices will prepare this form for each employee upon separation, resignation, transfer, retirement or reassignment to another Bureau. Each employee is required to clear with the offices listed below and return or account for all items issued during his/her employment upon completion, this form will be returned to the appropriate Servicing Human Resources Officer.

Initials of
Responsible
Office: _____

A. Bureau Wide

1. Immediate Office Supervisor

A. SF-52 Initiated in FPPS	<u>SAS</u>	Supervisor (to collect & initial) (Not released until Finance & Accounting signed)
B. Final Timesheet	<u>SAS</u>	
C. Government Credit Cards	<u>SAS</u>	
D. Cell Phone	<u>N/A</u>	
E. Government Driver's License	<u>N/A</u>	
F. Telephone Credit Card	<u>N/A</u>	
G. Palm Pilot	<u>N/A</u>	
H. Gas Credit Card	<u>N/A</u>	
I. Government Vehicle	<u>N/A</u>	
J. Pager	<u>N/A</u>	
K. Computer at Home	<u>N/A</u>	
L. Artwork/Artifacts	<u>N/A</u>	
M. Computer User ID Terminated	<u>SAS</u>	IMC Certify & Initial

Financial Officer:

2. Finance and Accounting

A. Travel Advance	_____	Certify & Initial
B. Account Receivable	_____	Certify & Initial
C. No Outstanding Debts	_____	Certify & Initial
D. Transit Subsidy Discontinued	_____	Certify & Sign

3. Security Office

A. Key Cards	_____
B. Key	_____
C. Classified Document/Debriefing	_____

Initials of Servicing

Human Resources Officer: _____

- 4 Human Resources
- A. Employment Agreements _____
- B. Met Service Time required for: _____
- Student Loan Payoff _____
- Relocation Bonus _____
- Recruitment Bonus _____
- PCS Move _____
- C. BIA Identification Card SAS _____
- D. Forwarding Address SAS (listed on front page)
- E. *Ethics Exit Interview _____ (*Contact Servicing Personnel Office)
- F. Access to FPPS & Timesheet Terminated: _____
- Date Removed from FPPS: _____ By: _____

5. For Central Office Employees ONLY, the following Departmental Clearances will be required:

- | | | | | |
|---|---------------------------|-------|----------------|----------|
| A | Library Services (NBC) | _____ | C Street Lobby | 208-5816 |
| B | Keys & DOI ID Cards (NBC) | _____ | Room 1229 | 208-3261 |
| C | Parking Permits | _____ | Room 1210 | 208-7182 |

CERTIFICATION OF COMPLETION OF EMPLOYEE FINAL EXIT CLEARANCE

I certify that all government property and permits have been accounted for, and unless otherwise shown, no amount is due to the Federal Government from me. I understand that failure to satisfactorily complete this clearance process may delay the release of my final paycheck.

Brenda J. Neion
Employee Signature

10/4/2017

Date

I certify that the employee has completed the final exit clearance process.

Scott Shue
Authorizing Official

10/4/2017

Date

PRIVACY ACT STATEMENT

The authority for requesting information hereon from an employee is as follows: Section 301.552a(d), 4108, 5501 et seq., and 5705 of Title 5 of the U.S. Code; and Sections 3301 et seq., 3501 et seq., and 3701 et seq. of title 31 of the U.S. Code. The information will be used to determine if the employee, by virtue of or relative to his or her Federal Employment, is indebted to the U.S. government for money, property, documents, or otherwise or has any obligations to the Federal Government will release the employee's final pay check, retirement, or other amounts due to the employee. Information on the form may be provided to a federal agency for the purpose of collecting a debt owed to the Federal Government through administrative or salary offset. Furnishing the information on the form is voluntary but failure of an employee to complete the form may be grounds to withhold the release of monies otherwise due to the employee from the Federal Government.

BIA, CROW CREEK AGENCY HQ, 00000109, BRENDA DION



Government Housing Assignment Agreement

1/24/2017

2 bedroom (2 used), 1.00 bath (1.00 used), 738 sq ft House, built in 1939, 78 years old, Fair/Fair condition

Installation	BIA - CROW CREEK AGENCY HQ	CPI	2017 CPI
Housing Unit	00000109	Survey	2014 PLAINS SURVEY
Survey Region	Plains	Prepared By	Jennifer Fogg
Effective Date of Rent	3/5/2017	Date Prepared	1/24/2017

Occupant	BRENDA DION
Arrival Date	10/12/1992
Federal Employee	Yes
Type of Payment	Quarters Rent
Rent Payment Method	Payroll Deduction

The Bureau of Indian Affairs (hereinafter called the Agency/Bureau) hereby assigns to the above named occupant the government housing unit described above.

Net Tenant Rent will be \$237.23 Biweekly (\$514.05 Monthly, \$17.12 Daily) as indicated on the attached Rent Computation Schedule. Rent will be payable Biweekly by Payroll Deduction.

If the occupant is a Bureau of Indian Affairs or Bureau of Indian Education contract employee with a school year pay plan, the Net Tenant Rent does not include any additional prepayments of rent for the upcoming summer break (the 'prorated amount.')

The rent will be subject to automatic periodic adjustments due to rental surveys and annual inflation adjustments required by OMB Circular A-45, Rental and Construction of Government Quarters, and OMB Circular A-25, User Fees. Baseline rental market surveys will be conducted at least every five years, in accordance with A-45, to bring the Government housing rents back in alignment with the local private rental markets. In addition to the surveys, annual adjustments for rent, utilities, services and furnishings will become effective in the first full pay period in March each year to reflect national Consumer Price Index (CPI) inflation measures published by Bureau of Labor Statistics, in accordance with A-45.

Future rental rates will be different than the charges at assignment due to required adjustments for CPI and market surveys. The occupant will be provided with a 30 day advance written notice of the March rent adjustment. A new Housing Assignment Agreement will be required only when rates are revised pursuant to a new rental survey.

Occupants should also be aware that rent is calculated from the housing description recorded by the Agency/Bureau in the Internet Quarters Management Information System (IQMIS) rent-setting application. This description includes the physical attributes of the housing unit, the number of unrelated occupants (roommates) sharing the unit rent, as well as all utilities, services and furnishings provided. Occupants should be provided a copy of this housing description and are responsible, along with Agency/Bureau representatives, for ensuring accuracy. The rent will be subject to revision if the housing description is found to be inaccurate; steps will be taken to correct it in the rent-setting system. Rental rates for occupants of shared housing depend upon the rents paid by roommates, as in the private market. If a roommate moves out of a housing unit, and a replacement cannot be located, the remaining occupant(s) shall be responsible for the full unit rent.

Future rental rates may also be different than the charges on this agreement if the housing description is found to be inaccurate or is revised at the request of the occupant. The occupant will be provided with a 30 day advance written notice of any increase in the net tenant rent, while reductions to the rent may take effect as soon as practicable. A new Housing Assignment Agreement will not be required for a rent correction.

Occupancy of the subject housing unit will begin on 10/12/1992. If the occupant is an Agency/Bureau employee, occupancy will end upon expiration of the occupant's employment at this location, unless previously terminated at the option of either party upon 30 days written notice. If the occupant is not an Agency/Bureau employee, occupancy will end on _____ (date) unless previously terminated at the option of either party upon 30 days written notice. As part of the consideration set forth above, the Agency/Bureau will furnish the occupant with the equipment, utilities, and other services indicated on the attached Rent Computation Schedule.

The Agency/Bureau, as the owner and manager of its housing, reserves the right to eliminate its housing, relocate employees, or terminate an employee lease at any time, with at least 30 days advance written notice. Assignment to Agency/Bureau housing is not a right or a benefit of federal employment; assignment to housing is never guaranteed except for certain Required Occupants (see below). At all times, the Agency/Bureau reserves the right to manage its housing in whatever way it deems necessary to meet its mission requirements.

Exhibit 5

Employees have a responsibility to inform themselves of all the conditions that prevail in and near the housing and duty stations to which they might be assigned before accepting transfer to or employment at such duty stations.

REQUIRED OCCUPANT: Occupancy of the subject housing unit by the named occupant is not mandatory under the definition of required occupancy.

CONTRACT EMPLOYEES AND PRORATED AMOUNTS: If the occupant is a Bureau of Indian Affairs or Bureau of Indian Education contract employee with a school year pay plan, the Net Tenant Rent will be increased in order to prepay rent for the upcoming summer break. For new arrivals, the rent due for next summer is prorated over the pay periods remaining in the school year contract. For existing occupants, the rent due for next summer is prorated over the pay periods in the new school year contract. The prorated amount may be altered by the Department's rent-setting and payroll system at any time without providing the occupant with 30 days advance notice. Recalculations of the prorated amount protect employees from overpayments or underpayments of their summer rent. Generally, prorated amounts will change for: 1) new arrivals to housing; 2) each new school year contract; 3) moving to another housing unit; 4) changes to the employee's contract dates; and 5) annual inflation adjustments in March. Occupants may request a copy of the prorated amount calculations at any time from the Housing Manager.

Bureau of Indian Affairs and Bureau of Indian Education housing is not public housing. Upon separation from employment, this lease is terminated and the occupant is required to depart from housing.

NOTICE OF APPEAL RIGHT: You have the right to appeal the application of a new rental survey if it is not reflective of your local private rental market within the first 30 calendar days upon receipt of notification of a change in rent. Because rental surveys only occur at least every five years, the appeal window will only be valid in the first 30 calendar days. After which, it is expected the rental survey results will begin to diverge, positively or negatively, from actual local private rental markets until the next survey realigns the rents. It is incumbent upon the occupant to obtain the rental survey schedule from appropriate Agency/Bureau personnel.

Appeals to the annual application of the CPI are not allowed as this is mandated by Federal regulation.

Appeals will be adjudicated as of the date the appeal is filed. The filing of an appeal will not result in postponing implementation of a proposed rate, pending adjudication of the appeal. When an appeal results in a revision of the rental rate, the employees will be credited with whatever may have resulted during the period from the filing of the appeal to the date the decision is implemented. Each participating Agency/Bureau has implemented an appeals process with specific requirements and strict timelines. It is incumbent upon the occupant to obtain, read, understand and follow their Agency's appeals process in order to avoid having the appeal dismissed on an administrative error.

Form DI 1881



Government Housing General Terms and Conditions

1/24/2017

1. Occupant may be evicted by the Agency/Bureau for: (1) breach of this agreement; (2) refusal to sign this or subsequent Government Housing Assignment Agreements; (3) termination of this agreement; or (4) for being a serious threat to the public health and welfare.
2. The premises shall be used for residence purposes only. It shall not be assigned or sublet by occupant in whole or in part, nor shall any business be conducted on the premises unless authorized in writing by the Agency/Bureau head or his/her designated representative.
3. Occupant shall keep the premises in clean, sightly and safe condition at all times and, upon vacating, will leave the housing unit, including appliances and furnishings, in a clean and orderly condition. Upon occupancy and vacancy, a Housing Occupancy/Vacancy Inspection Form shall be completed and signed by occupant and designated Agency/Bureau representative.
4. Occupant shall notify the Agency/Bureau of maintenance needs but shall make no repairs, alterations, improvements or additions to the premises, unless authorized in advance in writing by the Agency/Bureau. All alterations, improvements or additions so authorized and made shall become and remain the property of the United States.
Many homes built before 1978 have lead-based paint. Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window. If your rental unit was built prior to 1978, report any peeling or chipping paint immediately to the Facility Maintenance Office. Do not scrape or sand painted surfaces. Lead from paint, chips and dust can pose serious health hazards, and is especially dangerous to fetal development and children below age 6. Learn how to protect yourself and your family from lead hazards at epa.gov/lead or call 1-800-424-5323.
5. Occupant shall be charged normal rent for the housing unit during temporary periods of absence unless housing is vacated by occupant or temporarily assigned to another paying tenant during absence of occupant.
6. Occupant shall occupy the housing unit and control his/her family and guests in such a manner as not to interfere with Agency/Bureau operations at the installation.
7. The Agency/Bureau will maintain the housing unit, and the Installation Manager, or his/her designated representative shall have free access to the premises at all reasonable hours with prior notice to occupant for the purposes of examining the same and to make repairs or alterations, except for emergency situations.
8. Any damage to the premises resulting from neglect of the occupant, except reasonable wear and tear, shall be repaired by occupant in accordance with No. 4 above. Any repairs so occasioned may be made by Agency/Bureau and the cost to same to be reimbursed by occupant by cash payment or payroll deduction or cash collection within 14 days.
9. As Government liability under the Military Personnel and Civilian Employees Claims Act, or the Tort Claims Act, is limited, the tenant should strongly consider carrying property/renters insurance.
10. Occupant agrees first to follow any procedural steps contained in relevant Agency/Bureau notices, including, when appropriate, the occupant's right to respond within a stated time to the asserted ground(s) of eviction. Thereafter, occupant agrees that he/she may assert any substantive or procedural defenses to a pending or proposed eviction only as permitted in a court of competent jurisdiction. Except as provided in Agency/Bureau notices, there is no intended right of administrative appeal regarding a proposed action to evict the occupant or related procedures to effectuate the eviction.
11. Other Conditions:

Agency/Bureau Representative: _____

Date: _____

Occupant: _____

Date: _____



United States Department of the Interior
BUREAU OF INDIAN AFFAIRS

Crow Creek Agency
PO Box 139
Fort Thompson, South Dakota 57339
Phone: 605-245-2311
Fax: 605-245-2343

IN REPLY REFER TO:
Executive Direction

October 24, 2017

Brenda Dion
P.O. Box 116
Ft. Thompson, SD 57339

Dear Ms. Dion:

This letter serves as official notice that your Government Furnished House (GFH) assignment for Housing Unit 109 is terminated. The enclosed Government Housing Assignment Agreement that you signed on January 25, 2017 states that your occupancy will end upon expiration of your employment with the Bureau of Indian Affairs (BIA) in Ft. Thompson, SD. Based on Federal Personnel Payroll System (FPPS) information, you retired from federal service (BIA OJS) as of October 1, 2017. Please contact Crow Creek BIA Deputy Superintendent Daigre Douville immediately to schedule your check-out of the unit.

Former Federal employees may continue to occupy GFH for a period not to exceed 60 days per the Department of Interior Housing Management Handbook (Section 3.5.4(G)). In extenuating circumstances (sickness or death), the BIA may approve extensions of the 60-day limitation. You will be required to continue to pay rent for the unit. If you wish to request to continue to occupy Housing Unit 109 for 60 days since your retirement date, please contact the Deputy Superintendent by no later than November 1, 2017.

Respectfully,

Patrick Duffy
Superintendent

Enclosure

Exhibit
6



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Crow Creek Agency
PO Box 139
Ft. Thompson, SD 57339

IN REPLY REFER TO:

Executive Direction

ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING

I, BRENDA D. DAVIS hereby acknowledge receipt of the Government
(Printed name)

Furnished House (GFH) termination letter for Housing Unit 109 and notice of rental payment
due for the month of October, 2017.

Brenda Davis 10/27/17
(Signature) (Date)



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Crow Creek Agency

P.O. Box 139

Ft. Thompson, South Dakota 57339

IN REPLY REFER TO:
Executive Direction

October 25, 2017

Brenda Dion
P.O. Box 116
Ft. Thompson, SD, SD 57339

Dear Ms. Dion:

This letter serves as official notice that your Government Furnished Housing (GFH)
Rental payment for the month of October, 2017 in the amount of \$514.05 is due immediately.

Please remit payment to the Agency Office or send to Crow Creek Agency, P.O. Box 139, Ft.
Thompson, SD 57339.

Sincerely,

Patrick Duffy
Superintendent

Exhibit
7



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Crow Creek Agency
PO Box 139
Ft. Thompson, SD 57339

IN REPLY REFER TO:

Executive Direction

ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING

I, BRENDA DION hereby acknowledge receipt of the
(Printed name)

Bill For Collections for rental payment due for October, 2017 in the amount of
\$514.05.

Brenda Dion
(Signature)

11/22/17
(Date)



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Crow Creek Agency

P.O. Box 139

Ft. Thompson, South Dakota 57339

IN REPLY REFER TO:
Executive Direction

December 11, 2017

Brenda Dion
P.O. Box 116
Ft. Thompson, SD 57339

Dear Ms. Dion:

You requested on November 30, 2017 to continue to reside in Government Housing Unit 109 through February 28, 2018. I terminated your assignment of this unit effective October 1, 2017 due to your retirement from Federal Service. I, however, authorized you to continue to occupy the house for 60 days from your retirement date in accordance with the Department of Interior Housing Management Handbook (Sections 3.5.4(G)). When we met on November 30, you stated issues that prevent you from moving now include your age, the fact that it is winter, and that you had not yet received either your retirement annuity or Social Security retirement benefits.

I approve your request to remain in housing unit 109 through February 28, 2018 in accordance with the Department of Interior Housing Management Handbook (Sections 3.2.3(C)). You must complete required occupancy agreements, continue to pay rent, and perform necessary minor maintenance of the unit and grounds. The Bureau of Indian Affairs has and will continue to issue you bills for collection for rent due. If not paid, we will submit the bills to the U.S. Treasury for collection actions.

Due to a shortage of government furnished housing at Crow Creek Agency, I will not be able to extend your occupancy of unit 109 beyond February 28, 2018.

Please contact me at (605) 245-2311 with questions and to complete the occupancy agreements.

Sincerely,

for
Patrick Diffy
Superintendent

Exhibit
8

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY1. LICENSE NO.
SDCCA-001

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Brenda Dion

3. ADDRESS

P.O. Box 116
Ft. Thompson, SD 57339

4. PROJECT DESIGNATION AND ADDRESS

Government Housing Unit 109

5. MAXIMUM PERIOD COVERED

FROM

12/01/2017

TO

02/28/2018

6. CONSIDERATION (\$)

\$514.05 Monthly

7. DESCRIPTION OF PROPERTY AFFECTED

(As shown on Exhibit

, attached hereto and made a part hereof.)

BIA Crow Creek Agency HQ

Housing Unit 00000109

8. PURPOSE OF LICENSE

Approval for Ms. Dion to occupy Government Housing Unit 109 as a non-Federal tenant for the time period of December 1, 2017 to February 28, 2018.

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

That condition(s) No.(s)

was (were) deleted before the execution of this license.

GENERAL SERVICES ADMINISTRATION LICENSOR**LICENSEE**

DATED (Month, day, year)

12/27/2017

ACCEPTED (Month, day, year)

12-28-17

BY (Signature)

DANELLE DAUGHERTY

Digitally signed by DANELLE DAUGHERTY
Date: 2017.12.27 08:47:03 -06'00'

BY (Signature)



NAME

Danielle Daugherty

NAME

Brenda Dion

TITLE

Deputy Regional Director - Indian Services

TITLE

non-Federal tenant

If License is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

NAME OF CERTIFIER

TITLE OF CERTIFIER

NAME OF LICENSE SIGNER

TITLE OF LICENSE SIGNER

SIGNATURE OF CERTIFIER

(CORPORATE SEAL)

GENERAL SERVICES ADMINISTRATION

(See reverse)

GSA FORM 1582 (REV. 10/2013)

PREVIOUS EDITION IS NOT USABLE

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO.

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Brenda Dion

3. ADDRESS

P.O. Box 116
Ft. Thompson, SD 57339

4. PROJECT DESIGNATION AND ADDRESS

Government Housing Unit 109

5. MAXIMUM PERIOD COVERED

FROM

03/01/2018

TO

04/30/2018

6. CONSIDERATION (\$)

\$514.05 Monthly

7. DESCRIPTION OF PROPERTY AFFECTED

(As shown on Exhibit

, attached hereto and made a part hereof.)

BIA Crow Creek Agency HQ
Housing Unit 00000109

8. PURPOSE OF LICENSE

Approval for Ms. Dion to occupy Government Housing Unit 109 as a non-Federal tenant for the time period of March 1, 2018 to April 30, 2018.

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

That condition(s) No.(s)

was (were) deleted before the execution of this license.

GENERAL SERVICES ADMINISTRATION LICENSOR

DATED (Month, day, year)

3/1/18

BY (Signature)



NAME

Danelle Daugherty

TITLE

Regional Director

LICENSEE

ACCEPTED (Month, day, year)

3-8-18

BY (Signature)



NAME

Brenda Dion

TITLE

non-Federal tenant

If License is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

NAME OF CERTIFIER

TITLE OF CERTIFIER

NAME OF LICENSE SIGNER

TITLE OF LICENSE SIGNER

SIGNATURE OF CERTIFIER

GENERAL SERVICES ADMINISTRATION
PREVIOUS EDITION IS NOT USABLE

(See reverse)

GSA FORM 1582 (REV. 10/2013)

Exhibit
9



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Crow Creek Agency

P.O. Box 139

Ft. Thompson, South Dakota 57339

IN REPLY REFER TO:
Executive Direction

May 14, 2018

Brenda Dion
P.O. Box 116
Ft. Thompson, SD 57339

Dear Ms. Dion:

This is your official notice to vacate Bureau of Indian Affairs (BIA) Housing Unit 109 by no later than June 15, 2018. I authorized your continued occupancy of this unit through April 30, 2018 even though you retired from federal service in October 2017. Unfortunately, due to the need for housing to help recruit employees, I can no longer permit you to continue to occupy BIA Housing. Please contact Deputy Superintendent Daigre Douville at least five days prior to your planned move-out date to schedule your final inspection.

The Government Housing Assignment Agreement that you signed on January 25, 2017 contained a clause that your occupancy of government-furnished quarters would end upon the expiration of your employment with the BIA. You retired from the BIA on October 1, 2017, and I terminated your Housing Agreement on October 24, 2017.

On November 30, 2017, you requested permission to continue to occupy Housing Unit 109 through February 28, 2018 due to the difficulty of moving in the winter and because you had not received either your retirement annuity or Social Security retirement benefits. I approved your request, and we executed a Revocable License For Non-Federal Use of Real Property on December 11, 2017. In late February, you requested an extension through April 30, 2018, which was approved, and we completed a second Revocable License.

In accordance with the Department of Interior Housing Management Handbook, you are required to leave the unit you occupied and the immediate premises in a clean and orderly condition. See *Section 3.5.4-Vacating Housing*. Additionally, you are responsible for the care and safekeeping of the occupied unit and related government-furnished property. You may be held financially liable if the unit is left in an unsatisfactory condition or for property loss or damage in excess of normal wear and tear.

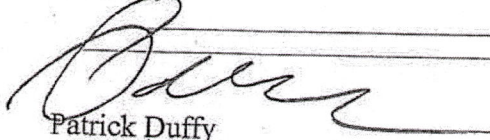
Enclosed is a copy of the first Bill for Collection for October 2017, in the amount of \$514.05 and a second Bill for Collection in the amount of \$4,112.40 for rent for the period of November 1, 2017 to June 15, 2018. The total amount due is \$4,626.45. You are being charged at the non-federal rental rate for each day you remain in Federal Quarters (\$514.05 Monthly, \$17.12 Daily).

Exhibit
10

This letter serves as a single final eviction notice. Evictions are not subject to reconsideration or appeal, per Section 5.4 of the Housing Handbook.

Please contact me at (605) 245-2311 with questions related to this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Patrick Duffy', is written over a horizontal line.

Patrick Duffy
Superintendent

Enclosures

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO.

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Brenda Dion

3. ADDRESS

P.O. Box 116
Ft. Thompson, SD 57339

4. PROJECT DESIGNATION AND ADDRESS

Government Housing Unit 109

6. MAXIMUM PERIOD COVERED

FROM

03/01/2018

TO

04/30/2018

6. CONSIDERATION (\$)

\$514.05 Monthly

7. DESCRIPTION OF PROPERTY AFFECTED

(As shown on Exhibit

, attached hereto and made a part hereof.)

BIA Crow Creek Agency HQ
Housing Unit 00000109

8. PURPOSE OF LICENSE

Approval for Ms. Dion to occupy Government Housing Unit 109 as a non-Federal tenant for the time period of March 1, 2018 to April 30, 2018.

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

That condition(s) No.(s)


was (were) deleted before the execution of this license.

GENERAL SERVICES ADMINISTRATION LICENSOR

DATED (Month, day, year)

3/1/18

BY (Signature)



NAME

Danelle Daugherty

TITLE

Regional Director

LICENSEE

ACCEPTED (Month, day, year)

3-8-18

BY (Signature)



NAME

Brenda Dion

TITLE

non-Federal tenant

If License is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

NAME OF CERTIFIER

TITLE OF CERTIFIER

NAME OF LICENSE SIGNER

TITLE OF LICENSE SIGNER

SIGNATURE OF CERTIFIER

(CORPORATE SEAL)

GENERAL SERVICES ADMINISTRATION
PREVIOUS EDITION IS NOT USABLE

(See reverse)

GSA FORM 1582 (REV. 10/2013)

DI-1040
Revised
(Aug. 1973)

BILL FOR COLLECTION

Bill No. **A 14000678**

A14-18-0002

Make Remittance Payable To: **Bureau of Indian Affairs, Crow Creek Agency**
(Bureau or Office)

Date **11/03/2017**

Mail Payment To: **P.O. Box 139 Fort Thompson, SD 57339**

PAYER: (Address)

Brenda Dion
P.O. Box 116
Fort Thompson, SD 57339

Amount of Payment \$ **514.05**

Date	DESCRIPTION	Quantity	Unit Price		Amount	
			Cost	Per		
11/03/17	Rent collection for Quarters # 109 for the month of October 2017				514.	05
AMOUNT DUE THIS BILL,					\$	514.05

Amount received, \$

ACCOUNTING CLASSIFICATION (Appropriation Symbol must be shown; other classification optional)

DI-1040
Revised
(Aug. 1973)**BILL FOR COLLECTION**Bill No. **A 14000671****A** A14-18-Q009

Date 05/14/2018

Make Remittance Payable To: Bureau of Indian Affairs, Crow Creek Agency

(Bureau or Office)

Mail Payment To: P.O. Box 139 Fort Thompson, South Dakota 57339

PAYER:

(Address)

Brenda Dion
P.O. Box 116
Fort Thompson, SD 57339

Please detach top portion of
this bill and return with
remittance.

Amount of Payment \$ 4,112.40

Date	DESCRIPTION	Quantity	Unit Price		Amount	
			Cost	Per		
05/14/2018	Rent collections for Qarters # 109 from November 2017 thru June 15, 2018				4,112.	40
AMOUNT DUE THIS BILL,					\$ 4,112.	40

NOTE: A receipt will be issued for all cash remittances and for all other remittances when required by applicable procedures. Failure to receive a receipt for cash payment should be promptly reported to the bureau or office shown above.



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Crow Creek Agency
PO Box 139
Ft. Thompson, SD 57339

IN REPLY REFER TO:

Executive Direction

ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING

I, BRENDA DION hereby acknowledge receipt of the Notice
(Printed name)

to Vacate Bureau of Indian Affairs (BIA) Housing Unit 109 and Bills for Collection for

October 2017 and November 1, 2017 through June 15, 2018.

Brenda Dion
(Signature)

5/14/18
(Date)



United States Department of the Interior
BUREAU OF INDIAN AFFAIRS

Crow Creek Agency
PO Box 139
Fort Thompson, South Dakota 57339
Phone: 605-245-2311
Fax: 605-245-2343

IN REPLY REFER TO:
Executive Direction

June 21, 2018

Brenda Dion
PO Box 116
Ft. Thompson, SD 57339

Dear Ms. Dion:


Enclosed is your current revocable permit (GSA Form 1582) for Bureau of Indian Affairs (BIA) Housing Unit 109. The permit period is June 16, 2018 through July 15, 2018. I will not be able to extend your occupancy beyond the current permit expiration date due to the need for housing for government employees. Please contact Deputy Superintendent Daigre Douville at least five days prior to your planned move-out date to schedule your final inspection.

The BIA has authorized your continued occupancy of BIA Housing Unit 109 since your retirement from federal service in October 2017 to provide you an opportunity to find other housing. Your monthly rent for the house is \$514.05. In the nine months since your retirement, you have made no attempt to pay any rent for the unit you occupy. On November 3, 2017, we issued you a bill of collection in the amount of \$514.05 for the October rent. We issued a second bill on May 14, 2018 for \$4,112.40 for rent due for the months of November 2017 through June 2018. As of June 30, 2018, you will owe the government a total of \$4,626.45.

As you know, this is the third permit the BIA has executed to authorize your continued stay in the government quarters since your retirement. You have twice failed to move out by agreed-upon dates and to pay rent for nine months. If you do not vacate Housing Unit 109 by July 15, 2018, you will leave us no other choice than to begin eviction proceedings. And if you do not pay the past due rent, we will pursue collection through available avenues. I strongly encourage you to communicate with us to possibly avoid these actions.

If you have any questions regarding this matter, please do not hesitate to contact me at (605) 245-2311.

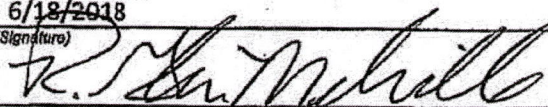
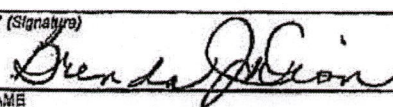
Respectfully,


Patrick Duffy
Superintendent

Enc.

Exhibit 11

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY		1. LICENSE NO.
A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.		
2. NAME OF LICENSEE Brenda Dion		3. ADDRESS P.O. Box 116 Ft. Thompson, SD 57339
4. PROJECT DESIGNATION AND ADDRESS Government Housing Unit 109		5. MAXIMUM PERIOD COVERED FROM 06/16/2018 TO 07/15/2018
6. CONSIDERATION (S) \$514.05 Monthly		
7. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit _____, attached hereto and made a part hereof.) BIA Crow Creek Agency HQ Housing Unit 00000109		
8. PURPOSE OF LICENSE Approval for Ms. Dion to occupy Government Housing Unit 109 as a non-Federal tenant for the time period of June 16, 2018 to July 15, 2018.		
9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:		
I. SPECIAL CONDITIONS		

That condition(s) No.(s) _____ was (were) deleted before the execution of this license.	
GENERAL SERVICES ADMINISTRATION LICENSOR	LICENSEE
DATED (Month, day, year) 6/18/2018	ACCEPTED (Month, day, year)
BY (Signature) 	BY (Signature) 
NAME R. Glen Melville	NAME
TITLE Acting Regional Director, Great Plains Region	TITLE

If License is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

NAME OF CERTIFIER
TITLE OF CERTIFIER
NAME OF LICENSE SIGNER
TITLE OF LICENSE SIGNER
SIGNATURE OF CERTIFIER



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Crow Creek Agency
PO Box 139
Ft. Thompson, SD 57339

IN REPLY REFER TO:

Executive Direction

ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING

I, BRENDA DION hereby acknowledge receipt of the Letter
(Printed name)

from the Superintendent and copy of Revocable Permit for the period of June 16, 2018 to
July 15, 2018.

Brenda Dion 6/22/18
(Signature) (Date)



United States Department of the Interior
BUREAU OF INDIAN AFFAIRS

Crow Creek Agency
PO Box 139
Fort Thompson, South Dakota 57339
Phone: 605-245-2311
Fax: 605-245-2343

IN REPLY REFER TO:
Executive Direction

September 25, 2018

CERTIFIED MAIL—RETURN RECEIPT REQUESTED #7015 0920 0002 2152 1601

Brenda Dion
PO Box 116
Ft. Thompson, SD 57339

Dear Ms. Dion:

Enclosed is a Revocable License for Non-Federal Use of Real Property that authorizes you to continue to occupy Government Housing Unit 109 through February 28, 2019. It is the fourth permit the Bureau of Indian Affairs (BIA) has issued you since you retired from federal service in October 2017. You have repeatedly assured me that you would move out of the unit when the previous permits expired. You have not. If you have not vacated the unit by February 28, 2019, you leave me no choice but to begin eviction proceedings in federal court.

As you know, government quarters are for government employees. The BIA has a continued need for the house. I have attempted to accommodate you since you retired from federal service nearly a year ago. However, your refusal to pay rent since your retirement makes continuing to do so difficult. As of September 30, 2018, you will have occupied Unit 109 for one year without paying any rent. Monthly rent is \$514.05. The total amount you owe at the end of this month is \$6,168.60. I am deeply concerned that your indebtedness to the government could result in future offsets against any money coming to you from the government.

Enclosed are two bills of collection for rent:

Unpaid rent October 2017 through September 2018	\$6,168.60
Rent for October 2018	<u>\$514.05</u>
Total:	\$6,682.65

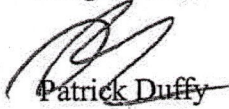
Contact Deputy Superintendent Daire Douville by October 1, 2018 to arrange payment.

Lastly, I have worked with both you and the Crow Creek Housing Authority to arrange for you to occupy one of their newer houses. The Housing Authority is still willing to either rent or sell you a house in Ft. Thompson.

Exhibit
12

Do not hesitate to contact either me or Deputy Superintendent Douville if you have any questions regarding this matter.

Respectfully,


Patrick Duffy
Superintendent

Enc.

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO.

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Brenda Dion

3. ADDRESS

P.O. Box 116
Ft. Thompson, SD 57339

4. PROJECT DESIGNATION AND ADDRESS

Government Housing Unit 109

5. MAXIMUM PERIOD COVERED

FROM

07/16/2018

TO

02/28/2019

6. CONSIDERATION (\$)

\$514.05 Monthly

7. DESCRIPTION OF PROPERTY AFFECTED

(As shown on Exhibit

, attached hereto and made a part hereof.)

BIA Crow Creek Agency HQ

Housing Unit 00000109

8. PURPOSE OF LICENSE

Approval for Ms. Dion to occupy Government Housing Unit 109 as a non-Federal tenant for the time period of July 16, 2018 to February 28, 2019.

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

That condition(s) No.(s)

was (were) deleted before the execution of this license.

GENERAL SERVICES ADMINISTRATION LICENSOR**LICENSEE**

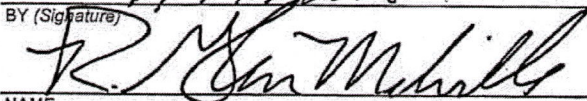
DATED (Month, day, year)

9/19/2018

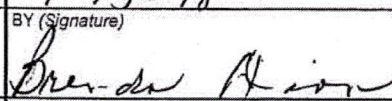
ACCEPTED (Month, day, year)

9-13-18

BY (Signature)



BY (Signature)



NAME

R. Glen Melville

NAME

Brenda Dion

TITLE

Acting Regional Director, Great Plains Region

TITLE

If License is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

NAME OF CERTIFIER

TITLE OF CERTIFIER

NAME OF LICENSE SIGNER

TITLE OF LICENSE SIGNER

SIGNATURE OF CERTIFIER

(CORPORATE SEAL)

GENERAL SERVICES ADMINISTRATION

PREVIOUS EDITION IS NOT USABLE

(See reverse)

GSA FORM 1582 (REV. 10/2013)

DI-1040
Revised
(Aug. 1973)**BILL FOR COLLECTION**Bill No. **A 14000683**

Make Remittance Payable To: Bureau of Indian Affairs, Crow Creek Agency

A 09/25/2018
DateMail Payment To: P.O. Box 139 Fort Thompson, SD 57339
(Bureau or Office)

PAYER:

(Address)

Brenda Dion
P.O. Box 116
Fort Thompson, SD 57339Please detach top portion of
this bill and return with
remittance.

Amount of Payment \$ 6,168.60

Date	DESCRIPTION	Quantity	Unit Price		Amount
			Cost	Per	
09/25/2018	Rent collection for BIA Quarters # 109 Unpaid Rent from October 2017 thru Sept 2018				6,168.60
AMOUNT DUE THIS BILL,					\$ 6,168. 60

NOTE: A receipt will be issued for all cash remittances and for all other remittances when required by applicable procedures. Failure to receive a receipt for cash payment should be promptly reported to the bureau or office shown above.

DI-1040
Revised
(Aug. 1973)

BILL FOR COLLECTION

Bill No. **A** 14000684**A**
Date 09/25/2018Make Remittance Payable To: Bureau of Indian Affairs, Crow Creek Agency
(Bureau or Office)Mail Payment To: P.O. Box 139 Fort Thompson, SD 57339
(Address)

PAYER:

Brenda Dion
P.O. Box 116
Fort Thompson, SD 57339Please detach top portion of
this bill and return with
remittance.

Amount of Payment \$ 514.05

Date	DESCRIPTION	Quantity	Unit Price		Amount	
			Cost	Per		
09/25/2018	Rent collection for BIA Quarters # 109 in the amount of \$ 514.05 for the month of October 2018				514.	05
AMOUNT DUE THIS BILL,					\$	514.05

NOTE: A receipt will be issued for all cash remittances and for all other remittances when required by applicable procedures. Failure to receive a receipt for cash payment should be promptly reported to the bureau or office shown above.

7015 0920 0002 2152 1601

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage \$ 6.88
 Certified Fee 3.45
 Return Receipt Fee (Endorsement Required) 2.75
 Restricted Delivery Fee (Endorsement Required) \$ 6.88
 Total Postage & Fees \$ 19.96

Sent to Brenda Dion
 Street & Apt. No. P.O. Box 116
 City, State, ZIP+4® Ft. Thompson, SD 57339

PS Form 3800, July 2014 See Reverse for Instructions

Postmark Here
 SEP 25 2018
 FORT THOMPSON

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Brenda Dion
P.O. Box 116
Ft. Thompson, SD 57339

2. Article Number (Transfer from service label)
 590 9402 3679 7335 2485 99

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

4. Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Crow Creek Agency

P.O. Box 139

Ft. Thompson, South Dakota 57339

IN REPLY REFER TO:
Executive Direction

November 1, 2018

Brenda Dion
P.O. Box 116
Ft. Thompson, SD 57339

Dear Ms. Dion:

The Department of Interior (DOI) sets rental rates for government quarters using regional surveys conducted as specified in OMB Circular A-45 and the DOI Housing Management Handbook. Rental rate adjustments and computations are computed using the consumer price index (CPI) based on the regional surveys.

The monthly rental rate for the government quarters you rent is \$533.40.

Enclosed is Form DI-1880, Government Housing Rent Detail, Form DI-1881, Government Housing Assignment Agreement, Form DI-1882, Government Housing Tenant Rent Notice and Form DI-1875, Government Housing Inventory.

I have also included an updated Revocable License to reflect the rental rate increase.

Due to a shortage of government furnished housing at Crow Creek Agency, I will not be able to extend your occupancy of unit 109 beyond February 28, 2019.

Please contact me at (605) 245-2311 with questions and to complete the occupancy agreements.

Sincerely,

Patrick Duffy
Superintendent



Government Housing Rent Detail

10/31/2018

2 bedroom (2 used), 1.00 bath (1.00 used), 738 sq ft House, built in 1939, 79 years old, Fair/Fair condition

Installation	BIA - CROW CREEK AGENCY HQ	CPI	2018 CPI
Housing Unit	00000109	Survey	2014 PLAINS SURVEY
Survey Region	Plains	Prepared By	Jennifer Fogg
Rent Class	House	Date Prepared	10/31/2018
Effective Date of Rent	11/1/2018	Reason	Other

BASE RENT		Federal	Non-Federal
Chart Rent	\$413.00		
1 Car Garage	\$41.00		
Exterior Condition - Fair	(\$15.00)		
Interior Condition - Fair	(\$15.00)		
Location Adjustment for CHAMBERLAIN, SD	(\$19.00)		
MONTHLY BASE RENT (rounded)		\$405.00	\$405.00
CPI Adjustment (12.80% of Monthly Base Rent)		\$51.84	\$51.84
MONTHLY CPI-ADJUSTED BASE RENT (rounded)		\$457.00	\$457.00
ADMINISTRATIVE ADJUSTMENTS		Federal	Non-Federal
Isolation	\$0.00		
Adjustment (0.00% of CPI-Adjusted Base)	\$0.00		
CALCULATED ADMINISTRATIVE ADJUSTMENT	\$0.00		
Max Allowable Adjustment (50% of CPI-Adjusted Base)	(\$228.50)		
ADMINISTRATIVE ADJUSTMENT (Min of Calculated vs Max Allowed)		\$0.00	\$0.00
RELATED FACILITIES		Federal	Non-Federal
Sewer	\$27.00		
Trash Disposal	\$16.90		
Water	\$32.50		
TOTAL RELATED FACILITIES		\$76.40	\$76.40
NET MONTHLY UNIT RENT		\$533.40	\$533.40
HOUSING RENT		Federal	Non-Federal
Net Monthly Tenant Rent (1 planned tenant)		\$533.40	\$533.40
Net Biweekly Tenant Rent (1 planned tenant)		\$246.16	\$246.16
Net Daily Tenant Rent (1 planned tenant)		\$17.76	\$17.76



Government Housing Assignment Agreement

10/31/2018

2 bedroom (2 used), 1.00 bath (1.00 used), 738 sq ft House, built in 1939, 79 years old, Fair/Fair condition

Installation	BIA - CROW CREEK AGENCY HQ	CPI	2018 CPI
Housing Unit	00000109	Survey	2014 PLAINS SURVEY
Survey Region	Plains	Prepared By	Jennifer Fogg
Effective Date of Rent	11/1/2018	Date Prepared	10/31/2018

Occupant	Brenda Dion
Arrival Date	10/12/1992
Federal Employee	No (yes/no)
Type of Payment	Quarters Rent
Rent Payment Method	Schedule of Collections

The Bureau of Indian Affairs (hereinafter called the Agency/Bureau) hereby assigns to the above named occupant the government housing unit described above.

Net Tenant Rent will be: (check only one of the following and cross out the other)

☐ Federal rent of \$246.16 Biweekly (\$533.40 Monthly, \$17.76 Daily)

☒ Non-Federal rent of \$246.16 Biweekly (\$533.40 Monthly, \$17.76 Daily)

as indicated on the attached Housing Rent Detail. Rent will be payable Monthly (e.g. monthly) by Schedule of Collections (e.g. cash collection).

The rent will be subject to automatic periodic adjustments due to rental surveys and annual inflation adjustments required by OMB Circular A-45, Rental and Construction of Government Quarters, and OMB Circular A-25, User Fees. Baseline rental market surveys will be conducted at least every five years, in accordance with A-45, to bring the Government housing rents back in alignment with the local private rental markets. In addition to the surveys, annual adjustments for rent, utilities, services and furnishings will become effective in the first full pay period in March each year to reflect national Consumer Price Index (CPI) inflation measures published by Bureau of Labor Statistics, in accordance with A-45.

Future rental rates will be different than the charges at assignment due to required adjustments for CPI and market surveys. The occupant will be provided with a 30 day advance written notice of the March rent adjustment. A new Housing Assignment Agreement will be required only when rates are revised pursuant to a new rental survey.

Occupants should also be aware that rent is calculated from the housing description recorded by the Agency/Bureau in the Internet Quarters Management Information System (IQMIS) rent-setting application. This description includes the physical attributes of the housing unit, the number of unrelated occupants (roommates) sharing the unit rent, as well as all utilities, services and furnishings provided. Occupants should be provided a copy of this housing description and are responsible, along with Agency/Bureau representatives, for ensuring accuracy. The rent will be subject to revision if the housing description is found to be inaccurate; steps will be taken to correct it in the rent-setting system. Rental rates for occupants of shared housing depend upon the rents paid by roommates, as in the private market. If a roommate moves out of a housing unit, and a replacement cannot be located, the remaining occupant(s) shall be responsible for the full unit rent.

Future rental rates may also be different than the charges on this agreement if the housing description is found to be inaccurate or is revised at the request of the occupant. The occupant will be provided with a 30 day advance written notice of any increase in the net tenant rent, while reductions to the rent may take effect as soon as practicable. A new Housing Assignment Agreement will not be required for a rent correction.

Occupancy of the subject housing unit will begin on 11/01/2018 (date). If the occupant is an Agency/Bureau employee, occupancy will end upon expiration of the occupant's employment at this location, unless previously terminated at the option of either party upon 30 days written notice. If the occupant is not an Agency/Bureau employee, occupancy will end on 02/28/2019 (date) unless previously terminated at the option of either party upon 30 days written notice. As part of the consideration set forth above, the Agency/Bureau will furnish the occupant with the equipment, utilities, and other services indicated on the attached Housing Rent Detail.

The Agency/Bureau, as the owner and manager of its housing, reserves the right to eliminate its housing, relocate employees, or terminate an employee lease at any time, with at least 30 days advance written notice. Assignment to Agency/Bureau housing is not a right or a benefit of federal employment; assignment to housing is never guaranteed except for certain Required Occupants (see below). At all times, the Agency/Bureau reserves the right to manage its housing in whatever way it deems necessary to meet its mission requirements.

Employees have a responsibility to inform themselves of all the conditions that prevail in and near the housing and duty stations to which they might be assigned before accepting transfer to or employment at such duty stations.

REQUIRED OCCUPANT: Occupancy of the subject housing unit by the named occupant _____ (is/is not) mandatory under the definition of required occupancy. (If occupancy is required, attach a copy of the Certificate of Required Occupancy.)

CONTRACT EMPLOYEES AND PRORATED AMOUNTS: If the occupant is a Bureau of Indian Affairs or Bureau of Indian Education contract employee with a school year pay plan, the Net Tenant Rent will be increased in order to prepay rent for the upcoming summer break. For new arrivals, the rent due for next summer is prorated over the pay periods remaining in the school year contract. For existing occupants, the rent due for next summer is prorated over the pay periods in the new school year contract. The prorated amount may be altered by the Department's rent-setting and payroll system at any time without providing the occupant with 30 days advance notice. Recalculations of the prorated amount protect employees from overpayments or underpayments of their summer rent. Generally, prorated amounts will change for: 1) new arrivals to housing; 2) each new school year contract; 3) moving to another housing unit; 4) changes to the employee's contract dates; and 5) annual inflation adjustments in March. Occupants may request a copy of the prorated amount calculations at any time from the Housing Manager.

Bureau of Indian Affairs and Bureau of Indian Education housing is not public housing. Upon separation from employment, this lease is terminated and the occupant is required to depart from housing.

NOTICE OF APPEAL RIGHT: You have the right to appeal the application of a new rental survey if it is not reflective of your local private rental market within the first 30 calendar days upon receipt of notification of a change in rent. Because rental surveys only occur at least every five years, the appeal window will only be valid in the first 30 calendar days. After which, it is expected the rental survey results will begin to diverge, positively or negatively, from actual local private rental markets until the next survey realigns the rents. It is incumbent upon the occupant to obtain the rental survey schedule from appropriate Agency/Bureau personnel.

Appeals to the annual application of the CPI are not allowed as this is mandated by Federal regulation.

Appeals will be adjudicated as of the date the appeal is filed. The filing of an appeal will not result in postponing implementation of a proposed rate, pending adjudication of the appeal. When an appeal results in a revision of the rental rate, the employees will be credited with whatever may have resulted during the period from the filing of the appeal to the date the decision is implemented. Each participating Agency/Bureau has implemented an appeals process with specific requirements and strict timelines. It is incumbent upon the occupant to obtain, read, understand and follow their Agency's appeals process in order to avoid having the appeal dismissed on an administrative error.



Government Housing General Terms and Conditions

10/31/2018

1. Occupant may be evicted by the Agency/Bureau for: (1) breach of this agreement; (2) refusal to sign this or subsequent Government Housing Assignment Agreements; (3) termination of this agreement; or (4) for being a serious threat to the public health and welfare.
2. The premises shall be used for residence purposes only. It shall not be assigned or sublet by occupant in whole or in part, nor shall any business be conducted on the premises unless authorized in writing by the Agency/Bureau head or his/her designated representative.
3. Occupant shall keep the premises in clean, sightly and safe condition at all times and, upon vacating, will leave the housing unit, including appliances and furnishings, in a clean and orderly condition. Upon occupancy and vacancy, a Housing Occupancy/Vacancy Inspection Form shall be completed and signed by occupant and designated Agency/Bureau representative.
4. Occupant shall notify the Agency/Bureau of maintenance needs but shall make no repairs, alterations, improvements or additions to the premises, unless authorized in advance in writing by the Agency/Bureau. All alterations, improvements or additions so authorized and made shall become and remain the property of the United States.
Many homes built before 1978 have lead-based paint. Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window. If your rental unit was built prior to 1978, report any peeling or chipping paint immediately to the Facility Maintenance Office. Do not scrape or sand painted surfaces. Lead from paint, chips and dust can pose serious health hazards, and is especially dangerous to fetal development and children below age 6. Learn how to protect yourself and your family from lead hazards at epa.gov/lead or call 1-800-424-5323.
5. Occupant shall be charged normal rent for the housing unit during temporary periods of absence unless housing is vacated by occupant or temporarily assigned to another paying tenant during absence of occupant.
6. Occupant shall occupy the housing unit and control his/her family and guests in such a manner as not to interfere with Agency/Bureau operations at the installation.
7. The Agency/Bureau will maintain the housing unit, and the Installation Manager, or his/her designated representative shall have free access to the premises at all reasonable hours with prior notice to occupant for the purposes of examining the same and to make repairs or alterations, except for emergency situations.
8. Any damage to the premises resulting from neglect of the occupant, except reasonable wear and tear, shall be repaired by occupant in accordance with No. 4 above. Any repairs so occasioned may be made by Agency/Bureau and the cost to same to be reimbursed by occupant by cash payment or payroll deduction or cash collection within 14 days.
9. As Government liability under the Military Personnel and Civilian Employees Claims Act, or the Tort Claims Act, is limited, the tenant should strongly consider carrying property/renters insurance.
10. Occupant agrees first to follow any procedural steps contained in relevant Agency/Bureau notices, including, when appropriate, the occupant's right to respond within a stated time to the asserted ground(s) of eviction. Thereafter, occupant agrees that he/she may assert any substantive or procedural defenses to a pending or proposed eviction only as permitted in a court of competent jurisdiction. Except as provided in Agency/Bureau notices, there is no intended right of administrative appeal regarding a proposed action to evict the occupant or related procedures to effectuate the eviction.
11. Other Conditions: "The attached revocable license is made part of this agreement"

Agency/Bureau Representative: _____

Date: 11/2/18

Occupant: _____

Date: 11/2/18

BIA, CROW CREEK AGENCY HQ, 00000109, BRENDA DION (RETIRED)



Government Housing Tenant Rent Notice

10/31/2018

2 bedroom (2 used), 1.00 bath (1.00 used), 738 sq ft House, built in 1939, 79 years old, Fair/Fair condition

Installation	BIA - CROW CREEK AGENCY HQ	CPI	2018 CPI
Housing Unit	00000109	Survey	2014 PLAINS SURVEY
Survey Region	Plains	Prepared By	Jennifer Fogg
Effective Date of Rent	11/2/2018	Date Prepared	10/31/2018

Occupant	BRENDA DION (RETIRED)
Arrival Date	11/1/2018
Federal Employee	No
Type of Payment	Quarters Rent
Rent Payment Method	Schedule of Collections

In accordance with the Housing Unit Assignment Agreement and the provisions of OMB Circular A-45, it has been determined that an adjustment in your monthly rental rate is necessary for the following reason

Other. Application of Consumer Price Index

The previous net biweekly tenant rent was \$246.16 (\$533.40 monthly, \$17.76 daily) calculated as of 3/4/2018.

The new net biweekly tenant rent is \$246.16 (\$533.40 monthly, \$17.76 daily).

The foregoing is an increase of \$9.67 biweekly (\$19.35 monthly, \$0.65 daily)

RECEIPT ACKNOWLEDGED

Occupant's Signature or Certified Mail Receipt Number Brenda Dion
(Signed Certified Mail Receipt indicating receipt by Occupant must be filed.)

Date Filed 11/3/18

NOTICE OF APPEAL RIGHTS: You have the right to appeal this adjustment. Appeals shall be adjudicated as of the date the appeal is filed. The filing of the appeal shall not result in postponing implementation of a proposed rate pending adjudication of the appeal. Where an appeal results in a revision of the rental rate, the employee shall be credited with whatever over payment may have resulted during the period from the filing of the appeal to the date the decision is implemented.

Form DI 1882



Government Housing Inventory

10/31/2018

Agency	BIA - Bureau of Indian Affairs		
Installation	CROW CREEK AGENCY HQ		
Housing Unit	00000109		
Survey Region	Plains	Number of Planned Tenants	1
Last Inspection Date	7/20/2011	Justification is Approved	No
Rent Class	House	Seasonal Use Only	No
Rent Class Description			
Historic Status	Not Determined		
Property Location ID	A14		
Property Asset ID	AB100844		
Leased Unit	No		
Tribally Managed/Operated	No		
Nearest Established Community	CHAMBERLAIN, SD		

One-way miles between housing unit and nearest established community

Paved Road	Unpaved/Improved Road	Unimproved Road	Water/Special	Air
22	0	0	0	0

Date Built	1/1/1939	Carbon Monoxide Detectors	0
Interior Condition	Fair	Smoke Detectors	0
Exterior Condition	Fair	Fire Sprinklers	No
Handicap Accessible	No		
Garage Carport	1 Car Garage, Unit#109		
Lead Based Paint (LBP)	Not Inspected - No Knowledge of LBP		
Related Assets / Comments			

	Basement (sq ft)	First Floor (sq ft)	Other Floors (sq ft)
Finished	0	738	0
Unfinished	738		
Official Business Use	0	0	0
Unused Finished	0	0	0

	Number of Rooms	Number Used
Rooms	4	4
Bedrooms	2	2
Bathrooms	1.00	1.00
Number of Beds	0	

Adequate Water Service	Yes
Adequate Electric Service	Yes
Adequate Fuel for Heating/Cooking	Yes
Adequate Police Protection	Yes
Adequate Fire Protection	Yes

Adequate Sanitation	Yes
Noise and Odors OK	Yes
Sidewalks	Yes
Streetlights	Yes
Paved Streets	Yes
Phone	Private Land Line or Cellular Service is Available in Unit
Loss of Privacy	0.00%
Excessive Size	0.00%
Inadequate Size	0.00%
Additional Charges	\$0.00
Additional Deductions	\$0.00
Excessive Heating/Cooling	No

Utility	Pay Option	Average Monthly Usage	Average Monthly Cost
Electricity	Tenant Pays Provider Directly	0 kWh	\$0.00
Sewer	Billed in Rent - IQMIS Estimate	0 gal	\$0.00
Trash Disposal	Billed in Rent	0 month	\$0.00
Water	Billed in Rent - IQMIS Estimate	0 gal	\$0.00

Property/Service	Fuel	Number Provided
Central Heating (Heat Pump)	Electricity	1
Range	Electricity	1
Refrigerator	Electricity	1
Water Heater	Electricity	1

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO.

5

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

Brenda Dion

3. ADDRESS

P.O. Box 116
Ft. Thompson, SD 57339

4. PROJECT DESIGNATION AND ADDRESS

Government Housing Unit 109

5. MAXIMUM PERIOD COVERED

FROM

11/01/2018

TO

02/28/2019

6. CONSIDERATION (\$)

\$533.40 Monthly

7. DESCRIPTION OF PROPERTY AFFECTED

(As shown on Exhibit _____, attached hereto and made a part hereof.)

BIA Crow Creek Agency HQ
Housing Unit 00000109

8. PURPOSE OF LICENSE

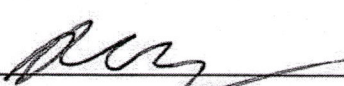
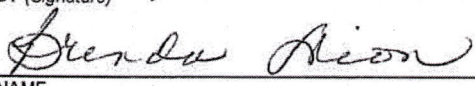
Approval for Ms. Dion to occupy Government Housing Unit 109 as a non-Federal tenant for the time period of November 1, 2018 to February 28, 2019.

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

at condition(s) No.(s)

was (were) deleted before the execution of this license.

LICENSOR		LICENSEE	
DATED (Month, day, year)	11-2-18	ACCEPTED (Month, day, year)	11/2/18
BY (Signature)		BY (Signature)	
NAME	Patrick Duffy	NAME	Brenda Dion
TITLE	Superintendent, Crow Creek Agency	TITLE	

If License is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

NAME OF CERTIFIER

TITLE OF CERTIFIER

NAME OF LICENSE SIGNER

TITLE OF LICENSE SIGNER

SIGNATURE OF CERTIFIER

II. GENERAL CONDITIONS

a. **COMPLIANCE.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

b. **STRUCTURES.** The license shall not place or construct upon, over or under the property and installation or structure of any kind or character, except such as are specifically authorized herein.

c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable federal, state, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, and security. Licensee shall apply, pay for, and obtain all required licenses and permits, including without limitation licenses and permits for fire and life safety requirements.

d. **SANITARY CONDITIONS.** If this license gives possession of United States property, the license shall at all times keep the premises in a sanitary condition satisfactory to GSA.

e. **DAMAGE.** Except as may be otherwise provided by the special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the license promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

f. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of license, including failure to comply with the obligations of said license.

g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

h. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access hereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

i. **NOTICE.** Any property of the license installed or located on the property affected by the license shall be removed upon 30 days' written notice from GSA.

j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

m. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

n. **ATTEMPTED VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of GSA.

o. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellations revocation of the license.



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Crow Creek Agency
PO Box 139
Ft. Thompson, SD 57339

IN REPLY REFER TO:

Executive Direction

ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING

I, Brenda Dion hereby acknowledge receipt of
(Printed name)

a new occupancy agreement, that includes Form DI-1880, Government Housing Rent Detail,
Form DI-1881, Government Housing Assignment Agreement, Form DI-1882, Government
Housing Tenant Rent Notice and Form DI-1875, Government Housing Inventory.
and an updated Revocable License for Non-Federal Tenant.

Brenda Dion
(Signature)

11/2/18
(Date)

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY		1. LICENSE NO.	
A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.			
2. NAME OF LICENSEE Brenda Dion		3. ADDRESS P.O. Box 116 Ft. Thompson, SD 57339	
4. PROJECT DESIGNATION AND ADDRESS Government Housing Unit 109		5. MAXIMUM PERIOD COVERED FROM 07/16/2018 TO 02/28/2019	
6. CONSIDERATION (\$) \$514.05 Monthly			
7. DESCRIPTION OF PROPERTY AFFECTED (As shown on Exhibit _____, attached hereto and made a part hereof.) BIA Crow Creek Agency HQ Housing Unit 00000109			
8. PURPOSE OF LICENSE Approval for Ms. Dion to occupy Government Housing Unit 109 as a non-Federal tenant for the time period of July 16, 2018 to February 28, 2019.			

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

*Not validly cancelled by BIA &
Tenant. Replaced by License # 5*

That condition(s) No.(s) *Part 11/2/18 Brenda Dion 11/2/18* was (were) deleted before the execution of this license.

GENERAL SERVICES ADMINISTRATION LICENSOR	LICENSEE
DATED (Month, day, year) <i>9/19/2018</i>	ACCEPTED (Month, day, year) <i>9-13-18</i>
BY (Signature) <i>R. Glen Melville</i>	BY (Signature) <i>Brenda Dion</i>
NAME R. Glen Melville	NAME Brenda Dion
TITLE Acting Regional Director, Great Plains Region	TITLE

If License is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

NAME OF CERTIFIER
TITLE OF CERTIFIER
NAME OF LICENSE SIGNER
TITLE OF LICENSE SIGNER
SIGNATURE OF CERTIFIER



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Crow Creek Agency

P.O. Box 139

Ft. Thompson, South Dakota 57339

COPY

Mailed 8/22/18

IN REPLY REFER TO:
Executive Direction

CERTIFIED MAIL; RETURN RECEIPT NUMBER 7015 0920 0002 2152 1618

August 22, 2018

Brenda Dion
P.O. Box 116
Ft. Thompson, SD 57339

Dear Ms. Dion:

On August 8, 2018, you attended a meeting with Superintendent Patrick Duffy and me to discuss your plans to start making payments on past due and future rent on BIA Crow Creek Agency HQ, Housing Unit 00000109. We also discussed your option of renting a house located in Central Housing that is available to rent from the Crow Creek Housing Authority.

In that meeting you said you would be in on Monday August 13, 2018 to give us your plan to start making the payments on the past due rent, which as of July 31st was \$5,140.50. You did not show up for that meeting.

Keith Fleury was able to get in contact with you on Tuesday August 14, 2018. You told him that you had a change in your work schedule and that you would be in on Friday August 17, 2018 to meet with us to discuss your plan. You did not show up for that meeting either.

I have tried to call you numerous times and my calls go to a mailbox that is not set up.

Keith called you at 8:00 a.m. on August 22, 2018 and also did not get an answer so he stopped by Unit #109 and nobody answered.

At your earliest convenience we need to complete a new occupancy agreement as well as a current Revocable License for Non-Federal Tenant.

Please contact me at (605) 245-2311 with questions.

Sincerely,

Daigre' Douville
Deputy Superintendent

Exhibit
14

7015 0920 0002 2152 1618

U.S. Postal Service™
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 Domestic Mail Only

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 For delivery information, visit our website at www.usps.com®

Postage \$ **47**
 Certified Fee **3.45**
 Return Receipt Fee (Endorsement Required) **2.75**
 Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees \$ **49.67**

Postmark Here
FORT THOMPSON SD AUG 22 2018

Reverse for Instructions

Brenda Dion
 P.O. Box 116
 Ft. Thompson, SD 57339

August 22, 2018

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Brenda Dion <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) BRENDA DION C. Date of Delivery 8/29/18</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p>Brenda Dion P.O. Box 116 Ft. Thompson, SD 57339</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Registered Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7015 0920 0002 2152 1618</p>		<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p> <p>Domestic Return Receipt</p>	



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Crow Creek Agency

P.O. Box 139

Ft. Thompson, South Dakota 57339

IN REPLY REFER TO:
Executive Direction

October 25, 2018

CERTIFIED MAIL - RETURN RECEIPT REQUESTED 7015 0920 0002 2152 1564

Brenda Dion
P.O. Box 116
Ft. Thompson, SD 57339

Dear Ms. Dion:

Enclosed are two Schedule of Collections for past due and future rent on BIA Crow Creek

Agency HQ, Housing Unit 00000109:

Unpaid rent October 2017 through October 2018 \$6,682.65

Rent for November 2018 \$514.05

Total: **\$7,196.70**

I am deeply concerned that your indebtedness to the government could result in future offsets against any money coming to you from the government.

Please contact me at (605) 245-2311 if you have any questions.

Sincerely,

Daigre' Douville
Deputy Superintendent

COPY mailed 10/25/18

Bureau of Indian Affairs
Form BIA-4248
Aug-92

Schedule of Collections

Date Received: _____

Schedule No.: A14-19-Q001

Sheet No.: _____

Bureau of Indian Affairs
Crow Creek Agency, Box 139
Fort Thompson, SD 57339

CV No.:	CK Date:	Name of Remitter	Bill No.	Amount
A14-19-Q001		Brenda Dion		\$514.05
TOTAL:				\$514.05

Rent collections for BIA Quarters # 109 for the month of November 2018

Forward to: BIA Collection Officer Reston, VA 20191

Subject to Collections

Date Forwarded: 11/1/2018

Received: _____

By: Keith A. Fleury
Collection Officer

Certificate of Deposit: _____

Telephone: 605-245-2312

Date of Deposit: _____

Bureau of Indian Affairs
Form BIA-4248
Aug-92

Schedule of Collections

Date Received: _____

Schedule No.: A14-19-Q002

Sheet No.: _____

Bureau of Indian Affairs
Crow Creek Agency, Box 139
Fort Thompson, SD 57339

CV No.:	CK Date:	Name of Remitter	Bill No.	Amount
A14-19-Q002		Brenda Dion		\$6,682.65
TOTAL:				\$6,682.65

Rent collections for BIA Quarters # 109 from October 2017 thru October 2018

Forward to: <u>BIA Collection Officer Reston, VA 20191</u>		Subject to Collections
Date Forwarded: <u>11/1/2018</u>	Received: _____	
By: <u>Keith A. Fleury</u> Collection Officer	Certificate of Deposit: _____	
<i>Keith A. Fleury</i> Telephone: 605-245-2312	Date of Deposit: _____	

7015 0920 0002 2152 1564

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Postage	\$.47
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.67

Sent To Brenda Dion
 Street & Apt. No.,
 or PO Box No. P.O. Box 116
 City, State, ZIP+4® Ft. Thompson, SD 57339

PS Form 3800, July 2014 See Reverse for Instructions

Postmark: OCT 25 2018 FT THOMPSON SD 57339

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
Brenda Dion
P.O. Box 116
Ft. Thompson, SD 57339

2. Article Number (Transfer from service label)
 9590 9402 3679 7335 2482 30

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

4. Is delivery address different from item label?
 If YES, enter delivery address below:
☐ Yes
☐ No

5. Signature
☒ Brenda Dion
☐ Agent
☐ Addressee

6. Received by (Printed Name)
☐ Date of Delivery

7. Is delivery address different from item label?
 If YES, enter delivery address below:
☐ Yes
☐ No

8. RECEIVED
 Crow Creek Ap
 Ft Thompson

9. OCT 29 AM 11:21

10. Domestic Return Receipt

11. 7015 0920 0002 2152 1564

12. PS Form 3811, July 2015 PSN 7530-02-000-9053

4/15/2019

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USPS Tracking®FAQs > (<https://www.usps.com/faqs/uspstracking-faqs.htm>)**Track Another Package +****Tracking Number:** 70150920000221521564

Remove X

Your item was picked up at the post office at 2:47 pm on October 26, 2018 in FORT THOMPSON, SD 57339.

 **Delivered**

October 26, 2018 at 2:47 pm
Delivered, Individual Picked Up at Post Office
FORT THOMPSON, SD 57339

Feedback

Tracking History 

Product Information 

See Less ^**Can't find what you're looking for?**

Go to our FAQs section to find answers to your tracking questions.

FAQs (<https://www.usps.com/faqs/uspstracking-faqs.htm>)



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Crow Creek Agency

P.O. Box 139

Ft. Thompson, South Dakota 57339

IN REPLY REFER TO:
Executive Direction

November 30, 2018

CERTIFIED MAIL - RETURN RECEIPT REQUESTED 7015 0920 0002 2152 1106

Brenda Dion
P.O. Box 116
Ft. Thompson, SD 57339

Dear Ms. Dion:

Enclosed are two Schedule of Collections for past due and future rent on BIA Crow Creek

Agency HQ, Housing Unit 00000109:

Unpaid rent October 2017 through November 2018	\$7,196.70
Rent for December 2018	<u>\$533.40</u>
Total:	\$7,730.10

Please note that the rental rate increased to \$533.40 effective December 1, 2018 as discussed in our November 2, 2018 meeting.

I am deeply concerned that your indebtedness to the government could result in future offsets against any money coming to you from the government.

Please contact me at (605) 245-2311 if you have any questions.

Sincerely,

Daigre' Douville
Deputy Superintendent

COPY

Mailed 11/30/2018

Bureau of Indian Affairs
Form BIA-4248
Aug-92

Schedule of Collections

Date Received: _____

Schedule No.: A14-19-Q003

Sheet No.: _____

Bureau of Indian Affairs
Crow Creek Agency, Box 139
Fort Thompson, SD 57339

CV No.:	CK Date:	Name of Remitter	Bill No.	Amount
A14-19-Q003		Brenda Dion		\$533.40
TOTAL:				\$533.40

Rent collections for BIA Quarters # 109 for the month of December 2018

Forward to: <u>BIA Collection Officer Reston, VA 20191</u>		Subject to Collections
Date Forwarded: <u>11/29/2018</u>	Received: _____	
By: <u>Keith A. Fleury</u> Collection Officer	Certificate of Deposit: _____	
<i>Keith A. Fleury</i> Telephone: 605-245-2312	Date of Deposit: _____	

Bureau of Indian Affairs
Form BIA-4248
Aug-92

Schedule of Collections

Date Received: _____

Schedule No.: A14-19-Q004

Sheet No.: _____

Bureau of Indian Affairs
Crow Creek Agency, Box 139
Fort Thompson, SD 57339

CV No.:	CK Date:	Name of Remitter	Bill No.	Amount
A14-19-Q004		Brenda Dion		\$7,196.70
TOTAL:				\$7,196.70

Rent collections for BIA Quarters # 109 from October 2017 thru November 2018

Forward to: <u>BIA Collection Officer Reston, VA 20191</u>		Subject to Collections
Date Forwarded: <u>11/29/2018</u>	Received: _____	
By: <u>Keith A. Fleury</u> Collection Officer	Certificate of Deposit: _____	
<i>Keith A. Fleury</i> Telephone: 605-245-2312	Date of Deposit: _____	

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Postage	\$.47
Certified Fee	3.45
Return Receipt Fee (Endorsement Required)	2.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.67

7015 0920 0002 2152 1106

Fort Thompson
NOV 30 2018
 57339

Sent To
 Brenda Dion
 Street & Apt. No.,
 or PO Box No. P.O. Box 116
 City, State, ZIP+4
 Ft. Thompson, SD 57339

PS Form 3800, July 2014 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature X <i>Brenda Dion</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery 12/12/18</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>Brenda Dion P.O. Box 116 Fort Thompson, SD 57339</p>		<p>2018 DEC 11 Fort Thompson SD 57339</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7015 0920 0002 2152 1106</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express[®]</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered MailTM</p> <p><input type="checkbox"/> Certified Mail[®] <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature ConfirmationTM</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> All Restricted Delivery</p>	
<p>9590 9402 3679 7335 2485 68</p>		<p>AM 9:15 Domestic Return Receipt</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>			



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Crow Creek Agency
P.O. Box 139
Ft. Thompson, South Dakota 57339

IN REPLY REFER TO:
Executive Direction

January 28, 2019

CERTIFIED MAIL - RETURN RECEIPT REQUESTED 7015 0920 0002 2152 1113

Brenda Dion
P.O. Box 116
Ft. Thompson, SD 57339

Dear Ms. Dion:

Enclosed are two Schedule of Collections for past due and future rent on BIA Crow Creek

Agency HQ, Housing Unit 00000109:

Unpaid rent October 2017 through December 2018 \$7,730.10

Rent for January 2019 \$533.40

Total: **\$8,263.50**

Please note that the rental rate increased to \$533.40 effective December 1, 2018 as discussed in our November 2, 2018 meeting.

I am deeply concerned that your indebtedness to the government could result in future offsets against any money coming to you from the government.

Please contact me at (605) 245-2311 if you have any questions.

Sincerely,

Daigre' Douville
Deputy Superintendent

Bureau of Indian Affairs
Form BIA-4248
Aug-92

Schedule of Collections

Date Received: _____

Schedule No.: A14-19-Q005

Sheet No.: _____

Bureau of Indian Affairs
Crow Creek Agency, Box 139
Fort Thompson, SD 57339

CV No.:	CK Date:	Name of Remitter	Bill No.	Amount
A14-19-Q005		Brenda Dion		\$7,730.10
TOTAL:				\$7,730.10

Rent collections for BIA Quarters # 109 from October 2017 thru December 2018

Forward to: <u>BIA Collection Officer Reston, VA 20191</u>		Subject to Collections
Date Forwarded: <u>1/28/2019</u>	Received: _____	
By: <u>Keith A. Fleury</u> Collection Officer	Certificate of Deposit: _____	
Telephone: <u>605-245-2312</u>	Date of Deposit: _____	

Bureau of Indian Affairs
Form BIA-4248
Aug-92

Schedule of Collections

Date Received: _____

Schedule No.: A14-19-Q006

Sheet No.: _____

Bureau of Indian Affairs
Crow Creek Agency, Box 139
Fort Thompson, SD 57339

CV No.:	CK Date:	Name of Remitter	Bill No.	Amount
A14-19-Q006		Brenda Dion		\$533.40
TOTAL:				\$533.40

Rent collections for BIA Quarters # 109 for the month of January 2019

Forward to: BIA Collection Officer Reston, VA 20191

Subject to Collections

Date Forwarded: 1/28/2019

Received: _____

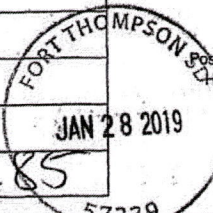
By: Keith A. Fleury
Collection Officer

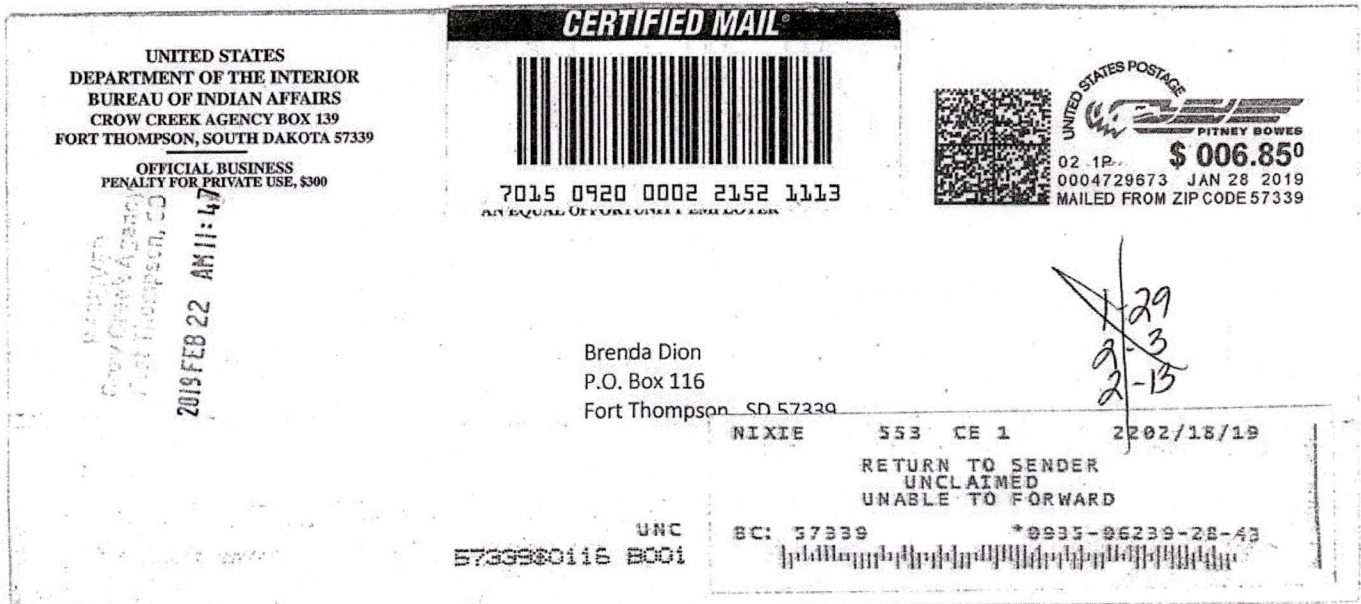
Certificate of Deposit: _____

Telephone: 605-245-2312

Date of Deposit: _____

7015 0920 0002 2152 1113

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 10.85
<div style="text-align: center;">  </div>	
Sent To <u>Brenda Dian</u>	
Street & Apt. No., or PO Box No. <u>P.O. Box 116</u>	
City, State, ZIP+4 <u>Ft. Thompson SD 57339</u>	
PS Form 3800, July 2014 See Reverse for Instructions	





United States Department of the Interior
BUREAU OF INDIAN AFFAIRS

Crow Creek Agency
PO Box 139
Fort Thompson, South Dakota 57339
Phone: 605-245-2311
Fax: 605-245-2343

IN REPLY REFER TO:
Executive Direction

March 1, 2019

CERTIFIED MAIL – RETURN RECEIPT REQUESTED 7015 0920 0002 2152 1175

PRELIMINARY EVICTION NOTICE

Brenda Dion
PO Box 116
Fort Thompson, SD 57339

Dear Ms. Dion:

The Bureau of Indian Affairs (BIA) has initiated action to evict you from Government Housing Unit 109, located at 332 White Ghost Drive, Ft. Thompson, SD, due to 1) your continued occupancy of the unit after your revocable license expired on February 28, 2019, and 2) failure to pay your monthly rent for seventeen months (October 2017 through February 2019). You are in trespass and currently owe \$8,816.25 in unpaid rent.

The BIA maintains a small housing inventory due to the lack of housing available on the Crow Creek Sioux Reservation for federal employees who provide necessary services for the government. On October 12, 1992, you moved in to Housing Unit 109 as an employee with the BIA, Office of Justice Services. You are no longer a federal employee. Per the terms of the Government Housing Assignment Agreement (DI 1881) you signed on January 25, 2017, your authorized occupancy ended upon your retirement from federal service. On October 1, 2017, you retired from the BIA.

At your request, the BIA authorized you to continue to occupy the house after your retirement as a Non-Federal Tenant through a series of revocable licenses. Your last revocable license and housing assignment agreement was executed on November 2, 2018 and expired under its own terms on February 28, 2019.

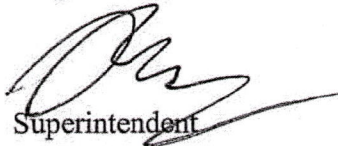
You must leave the unit and immediate premises in a clean and orderly condition. Failure to do so may result in you being financially liable for any loss or damage in excess of normal wear and tear. Contact the BIA at least 10 days prior to your planned move-out date to schedule an inspection to identify conditions requiring correction prior to your vacating.

On or before March 31, 2019, you must pay all outstanding rent and vacate Housing Unit 109. If you believe the grounds of this eviction may be unwarranted, by this same deadline, you may provide a written reply to me at the address above.

This action is in accordance with the Department of Interior Housing Management Handbook (2008), Section 3.2.3, Section 3.8, and Section 3.5.4.

Please contact Deputy Superintendent Daigre Douville at (605) 245-2311 about payment of the unpaid rent owed and to schedule an inspection of the house prior to vacating.

Respectfully,



Superintendent



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Crow Creek Agency
PO Box 139
Ft. Thompson, SD 57339

IN REPLY REFER TO:

Executive Direction

ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING

I, BRENDA DION hereby acknowledge receipt of
(Printed name)
the Preliminary Eviction Notice dated March 1, 2019.

Brenda Dion
(Signature)

3/1/19
(Date)



United States Department of the Interior

Bureau of Indian Affairs

Crow Creek Agency

PO Box 139

Ft. Thompson, South Dakota 57339

605-245-2317

Fax: 605-245-2343

In Reply Refer To:
Executive Direction

CERTIFIED RETURN RECEIPT REQUESTED 7015 0920 0002 2152 1212

Brenda Dion
PO Box 116
Fort Thompson, SD 57339

FINAL EVICTION NOTICE

Dear Ms. Dion:

This letter is your **final eviction notice**. You must vacate Government Housing Unit 109 and pay all outstanding rent on or before May 1, 2019. If you fail to vacate by that date, ejectment proceedings and/or an action to recover associated costs may be commenced. The Bureau of Indian Affairs (BIA) may refer your debt to the United States Treasury for collection.

The BIA issued you a preliminary eviction notice on March 1, 2019, a copy of which is enclosed. You have not responded to that notice. The BIA initiated action to evict you from Government Housing Unit 109, located at 332 White Ghost Drive, Ft. Thompson, SD, due to 1) your continued occupancy of the unit after your revocable license, or lease, expired on February 28, 2019, and 2) failure to pay your monthly rent. You are in trespass and **currently owe \$9,330.30 in unpaid rent** for 18 months (October 2017 through March 2019). The amount you owe continues to accrue. On or before May 1 2019, you must pay all outstanding rent and vacate Housing Unit 109.

The BIA maintains a small inventory of houses due to the lack of housing available on the Crow Creek Sioux Reservation for federal employees who provide necessary services for the government. On October 12, 1992, you moved in to Housing Unit 109 as an employee with the BIA, Office of Justice Services. You are no longer a federal employee. Per the terms of the Government Housing Assignment Agreement (DI 1881) that you signed on January 25, 2017, your authorized occupancy of Unit 109 ended upon your retirement from federal service. On October 1, 2017, you retired from the BIA.

After your retirement, the BIA authorized you to continue to occupy the house as a Non-Federal Tenant through five short-term revocable licenses. We issued the licenses to allow you time to find other housing based on your repeated assurances that you would move out. Your most recent revocable license and housing assignment agreement was executed on November 2, 2018 and expired under its own terms on February 28, 2019. Your housing agreement clearly states your authorized occupancy of

Exhibit
16

Unit 109 would end upon the expiration of the agreement. Since your retirement, you have neither moved out nor paid any rent.

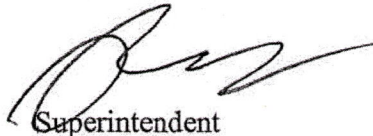
You must leave the unit and immediate premises in a clean and orderly condition. Failure to do so may result in you being financially liable for any loss or damage in excess of normal wear and tear. Contact the Bureau of Indian Affairs at least 10 days prior to your planned move-out date to schedule an inspection to identify conditions requiring correction prior to your vacating.

In accordance with the terms of your Government Housing Assignment Agreement, you have no right of administrative appeal to the Bureau of Indian Affairs of this eviction. You may assert any substantive or procedural defenses to a pending or proposed eviction as permitted in U.S. District Court in any ejectment proceedings.

This action is in accordance with the Department of Interior Housing Management Handbook (2008), Section 3.2.3, Section 3.8, and Section 3.5.4.

Please contact Deputy Superintendent Daigre Douville at (605) 245-2311 about payment of the unpaid rent owed and to schedule an inspection of the house prior to vacating.

Sincerely,



Superintendent

Enclosure: Preliminary Eviction Notice

Brenda Dion

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Postage	\$.65
Certified Fee	3.50
Return Receipt Fee (Endorsement Required)	2.80
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.95

Stamp: FORT THOMPSON, SD APR - 1 2019 57339

Sent To: Brenda Dion
 Street & Apt. No.,
 or PO Box No. P.O. Box 116
 City, State, ZIP+4 Ft. Thompson, SD 57339

PS Form 3800, July 2014 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <u>Brenda Dion</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery <u>4/8/19</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p><u>Brenda Dion</u> <u>P.O. Box 116</u> <u>Ft. Thompson, SD 57339</u></p> <p>Barcode: 9590 9402 3679 7335 2483 84</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Mail Restricted Delivery (00)</p>
<p>2. Article Number (Transfer from service label)</p> <p><u>7015 0920 0002 2152 1212</u></p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Crow Creek Agency
PO Box 139
Ft. Thompson, SD 57339

IN REPLY REFER TO:

Executive Direction

ACKNOWLEDGMENT OF RECEIPT AND UNDERSTANDING

I, BRENDA DION hereby acknowledge receipt of
(Printed name)
the Final Eviction Notice dated April 1, 2019.

Brenda Dion
(Signature)

4-15-19
(Date)



U.S. Department of Justice

Ronald A. Parsons, Jr.
United States Attorney
District of South Dakota

Mailing Address:

PO Box 7240
Pierre, SD 57501

OFFICE 605.224.5402
FAX 605.224.8305

October 1, 2019

SENT CERTIFIED MAIL/RETURN RECEIPT (#7011 1570 0000 0577 5268)

Brenda Dion
P.O. Box 116
Fort Thompson, SD 57339

Re: Eviction Litigation for Quarters #109 – Notice to Vacate Immediately

Ms. Dion,

As you know, you retired from federal service on October 1, 2017. Because you are no longer eligible to live in federal housing, you must now vacate the property. You received a Preliminary Eviction Notice from the BIA on March 1, 2019, and a Final Eviction Notice from the BIA on April 4, 2019; despite these notices, you have not vacated the property. Accordingly, the Department of Interior has referred your eviction to the United States Attorney's Office for litigation.

Our office will give you one final opportunity to potentially avoid a lawsuit in federal court. If you are willing to voluntarily exit the property, let me know immediately. You may want to seek the advice of a lawyer before making a decision, because as the government's attorney, I cannot give you legal advice.

Please contact me with your decision by **October 18, 2019**. If I do not hear from you by that time, and you continue to unlawfully remain on the property, we will proceed with an eviction action in federal court. We will also seek any unpaid rent (\$12,640.09 as of 10/1/19), and all damages and costs the government has incurred and may be legally entitled to as a result of your failure to exit.

Feel free to contact me with any questions you or your attorney may have. I can be reached at (605) 945-4556 or Ellie.Bailey@usdoj.gov.

Sincerely,

RONALD A. PARSONS, Jr.
UNITED STATES ATTORNEY

A handwritten signature in cursive script, reading "Ellie Bailey", is written over the typed name.

Ellie J. Bailey
Assistant United States Attorney

cc: Caitlin Lock Coomes, U.S. Department of Interior (via electronic mail only)

Exhibit 17

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X <i>Brenda Dion</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: Brenda Dion P.O. Box 116 Ft. Thompson, SD 57339		B. Received by (Printed Name)	C. Date of Delivery 10/8
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7011 1570 0000 0577 5268	
PS Form 3811, August 2001		Domestic Return Receipt	
		102595-01-M-2509	

U.S. Department of Justice
United States Marshals Service

PROCESS RECEIPT AND RETURN
See "Instructions for Service of Process by U.S. Marshal"

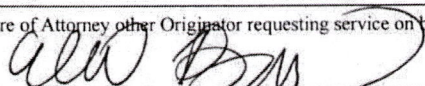
PLAINTIFF United States of America		COURT CASE NUMBER N/A	
DEFENDANT Brenda Dion, Doug Dion, and/or any party in possession		TYPE OF PROCESS Serve Notice to Quit and Vacate	
SERVE AT	NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC. TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN		
	Brenda Dion		
	ADDRESS (Street or RFD, Apartment No., City, State and ZIP Code) Unit #109, located at 332 White Ghost Drive, Fort Thompson, SD 57339		
SEND NOTICE OF SERVICE COPY TO REQUESTER AT NAME AND ADDRESS BELOW		Number of process to be served with this Form 285	1
<div style="border: 1px solid black; padding: 5px;"> Ellie J. Bailey United States Attorney's Office P.O. 7240 Pierre, SD 57501 </div>		Number of parties to be served in this case	2
		Check for service on U.S.A.	

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE (Include Business and Alternate Addresses, All Telephone Numbers, and Estimated Times Available for Service):

Fold

Fold

Ms. Dion resides in Government Furnished Housing as she was formerly employed with the BIA. Unit #109 is also sometimes referred to as "BIA Crow Creek Agency HQ 109". She resides with her husband, Doug Dion. Her mailing address is P.O. Box 116, Ft. Thompson, SD 57339.

Signature of Attorney or Originator requesting service on behalf of: 	<input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT	TELEPHONE NUMBER (605) 224-5402	DATE 11/8/19
---	---	------------------------------------	-----------------

SPACE BELOW FOR USE OF U.S. MARSHAL ONLY-- DO NOT WRITE BELOW THIS LINE

I acknowledge receipt for the total number of process indicated. (Sign only for USM 285 if more than one USM 285 is submitted)	Total Process _____	District of Origin No. _____	District to Serve No. _____	Signature of Authorized USMS Deputy or Clerk _____	Date _____
---	------------------------	---------------------------------	--------------------------------	---	---------------

I hereby certify and return that I ☐ have personally served, ☐ have legal evidence of service, ☐ have executed as shown in "Remarks", the process described on the individual, company, corporation, etc., at the address shown above on the on the individual, company, corporation, etc. shown at the address inserted below.

☐ I hereby certify and return that I am unable to locate the individual, company, corporation, etc. named above (See remarks below)

Name and title of individual served (if not shown above)	<input type="checkbox"/> A person of suitable age and discretion then residing in defendant's usual place of abode
Address (complete only different than shown above)	Date _____ Time _____ <input type="checkbox"/> am <input type="checkbox"/> pm Signature of U.S. Marshal or Deputy _____

Service Fee	Total Mileage Charges including endeavors)	Forwarding Fee	Total Charges	Advance Deposits	Amount owed to U.S. Marshal* or (Amount of Refund*)
					\$0.00

REMARKS:

- DISTRIBUTE TO:**
1. CLERK OF THE COURT
 2. USMS RECORD
 3. NOTICE OF SERVICE
 4. BILLING STATEMENT*: To be returned to the U.S. Marshal with payment, if any amount is owed. Please remit promptly payable to U.S. Marshal.
 5. ACKNOWLEDGMENT OF RECEIPT

PRIOR EDITIONS MAY BE USED

Exhibit
18

Form USM-285
Rev. 11/13

NOTICE TO QUIT AND VACATE

TO: Brenda Dion, Doug Dion, AND/OR ANY PARTY IN POSSESSION:

The United States Department of the Interior (DOI), Bureau of Indian Affairs (BIA) hereby gives you notice that you are to quit possession or occupancy of the dwelling unit now occupied by you at:

Unit 109 located at 332 White Ghost Drive, Ft. Thompson

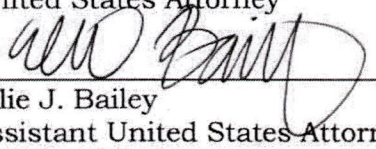
Tract 342 G 2018; Section 14, Township 107.00N, Range 072.00W, Buffalo County, South Dakota.

This property, located in Fort Thompson, South Dakota, is owned by the United States. Tract G, on which the property sits, is owned by the United States in fee simple. You are to quit possession and occupancy of the housing unit now occupied by you because you are no longer employed by the BIA and have no legal right to use or occupy this property. You acknowledged receipt of a final written notice that you had to quit and vacate the property as of April 4, 2019. You unlawfully held over and remain in violation of the law.

This **NOTICE TO QUIT AND VACATE** is hereby given in accordance with S.D.C.L. §§ 21-16-1 and 21-16-2. If you do not vacate the premises and remove your personal property within fourteen (14) days of service of this notice, a federal court action seeking eviction will be filed in federal district court and we will seek the assistance of the United States Marshal to obtain immediate possession of the premises. We will also seek accrued rent, damages, costs, and attorney fees as permitted by law.

Dated: November 8, 2019

RONALD A. PARSONS, JR.
United States Attorney


Ellie J. Bailey
Assistant United States Attorney
P.O. Box 7240
Pierre, SD 57501
(605) 224-5402

U.S. Department of Justice
United States Marshals Service

PROCESS RECEIPT AND RETURN
See "Instructions for Service of Process by U.S. Marshal"

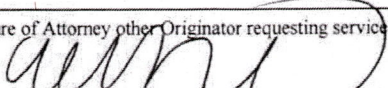
PLAINTIFF United States of America		COURT CASE NUMBER N/A	
DEFENDANT Brenda Dion, Doug Dion, and Any Person in Possession		TYPE OF PROCESS Notice to Quit and Vacate	
SERVE AT	NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC. TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN		
	Doug Dion		
	ADDRESS (Street or RFD, Apartment No., City, State and ZIP Code) Unit #109, located at 332 White Ghost Drive, Fort Thompson, SD 57339		
SEND NOTICE OF SERVICE COPY TO REQUESTER AT NAME AND ADDRESS BELOW		Number of process to be served with this Form 285	1
Ellie J. Bailey United States Attorney's Office P.O. 7240 Pierre, SD 57501		Number of parties to be served in this case	2
		Check for service on U.S.A.	

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE (Include Business and Alternate Addresses, All Telephone Numbers, and Estimated Times Available for Service):

Fold

Fold

Mr. Dion resides in Government Furnished Housing with his spouse, Brenda Dion. Ms. Dion was previously employed with the BIA. Unit #109 is also sometimes referred to as "BIA Crow Creek Agency HQ 109."

Signature of Attorney other Originator requesting service on behalf of: 	<input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT	TELEPHONE NUMBER (605) 224-5402	DATE 11/8/19
---	---	------------------------------------	-----------------

SPACE BELOW FOR USE OF U.S. MARSHAL ONLY-- DO NOT WRITE BELOW THIS LINE

I acknowledge receipt for the total number of process indicated. (Sign only for USM 285 if more than one USM 285 is submitted)	Total Process _____	District of Origin No. _____	District to Serve No. _____	Signature of Authorized USMS Deputy or Clerk _____	Date _____
---	------------------------	---------------------------------	--------------------------------	---	---------------

I hereby certify and return that I ☐ have personally served, ☐ have legal evidence of service, ☐ have executed as shown in "Remarks", the process described on the individual, company, corporation, etc., at the address shown above on the on the individual, company, corporation, etc. shown at the address inserted below.

☐ I hereby certify and return that I am unable to locate the individual, company, corporation, etc. named above (See remarks below)

Name and title of individual served (if not shown above)	<input type="checkbox"/> A person of suitable age and discretion then residing in defendant's usual place of abode
Address (complete only different than shown above)	Date _____ Time _____ <input type="checkbox"/> am <input type="checkbox"/> pm
	Signature of U.S. Marshal or Deputy _____

Service Fee	Total Mileage Charges including endeavors	Forwarding Fee	Total Charges	Advance Deposits	Amount owed to U.S. Marshal* or (Amount of Refund*) \$0.00
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REMARKS:

DISTRIBUTE TO:

1. CLERK OF THE COURT
2. USMS RECORD
3. NOTICE OF SERVICE
4. BILLING STATEMENT*: To be returned to the U.S. Marshal with payment, if any amount is owed. Please remit promptly payable to U.S. Marshal.
5. ACKNOWLEDGMENT OF RECEIPT

PRIOR EDITIONS MAY BE USED

Exhibit
19

Form USM-285
Rev. 11/13

NOTICE TO QUIT AND VACATE

TO: Brenda Dion, Doug Dion, AND/OR ANY PARTY IN POSSESSION:

The United States Department of the Interior (DOI), Bureau of Indian Affairs (BIA) hereby gives you notice that you are to quit possession or occupancy of the dwelling unit now occupied by you at:

Unit 109 located at 332 White Ghost Drive, Ft. Thompson

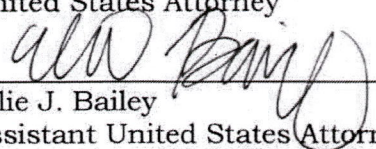
Tract 342 G 2018; Section 14, Township 107.00N, Range 072.00W, Buffalo County, South Dakota.

This property, located in Fort Thompson, South Dakota, is owned by the United States. Tract G, on which the property sits, is owned by the United States in fee simple. You are to quit possession and occupancy of the housing unit now occupied by you because the party with whom you reside is no longer employed by the BIA and you have no legal right to use or occupy this property. The party with whom you reside acknowledged receipt of a final written notice that you had to quit and vacate the property as of April 4, 2019. You unlawfully held over and remain in violation of the law.

This **NOTICE TO QUIT AND VACATE** is hereby given in accordance with S.D.C.L. §§ 21-16-1 and 21-16-2. If you do not vacate the premises and remove your personal property within fourteen (14) days of service of this notice, a federal court action seeking eviction will be filed in federal district court and we will seek the assistance of the United States Marshal to obtain immediate possession of the premises. We will also seek accrued rent, damages, costs, and attorney fees as permitted by law.

Dated: November 8, 2019

RONALD A. PARSONS, JR.
United States Attorney



Ellie J. Bailey
Assistant United States Attorney
P.O. Box 7240
Pierre, SD 57501
(605) 224-5402

U.S. Department of Justice
United States Marshals Service

PROCESS RECEIPT AND RETURN
See "Instructions for Service of Process by U.S. Marshal"

PLAINTIFF United States of America		COURT CASE NUMBER N/A	
DEFENDANT Brenda Dion, Doug Dion, and Any Person in Possession		TYPE OF PROCESS Notice to Quit and Vacate	
NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC. TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN			
SERVE AT	Doug Dion		
	ADDRESS (Street or RFD, Apartment No., City, State and ZIP Code) Unit #109, located at 332 White Ghost Drive, Fort Thompson, SD 57339		
SEND NOTICE OF SERVICE COPY TO REQUESTER AT NAME AND ADDRESS BELOW		Number of process to be served with this Form 285	1
Ellie J. Bailey United States Attorney's Office P.O. 7240 Pierre, SD 57501		Number of parties to be served in this case	2
		Check for service on U.S.A.	

RECEIVED
U.S. MARSHAL
PIERRE, SD
2019 NOV -8 PM 4:15

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE (Include Business and Alternate Addresses, All Telephone Numbers, and Estimated Times Available for Service):

Fold

Fold

Mr. Dion resides in Government Furnished Housing with his spouse, Brenda Dion. Ms. Dion was previously employed with the BIA. United #109 is also sometimes referred to as "BIA Crow Creek Agency HQ 109."

Signature of Attorney other Originator requesting service on behalf of: 	<input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT	TELEPHONE NUMBER (605) 224-5402	DATE 11/8/19
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SPACE BELOW FOR USE OF U.S. MARSHAL ONLY-- DO NOT WRITE BELOW THIS LINE

I acknowledge receipt for the total number of process indicated. (Sign only for USM 285 if more than one USM 285 is submitted)	Total Process 1	District of Origin No. 73	District to Serve No. 73	Signature of Authorized USMS Deputy or Clerk C Shepherd	Date 11/8/19
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I hereby certify and return that I ☒ have personally served, ☐ have legal evidence of service, ☐ have executed as shown in "Remarks", the process described on the individual, company, corporation, etc., at the address shown above on the on the individual, company, corporation, etc. shown at the address inserted below.

☐ I hereby certify and return that I am unable to locate the individual, company, corporation, etc. named above (See remarks below)

Name and title of individual served (if not shown above)	<input type="checkbox"/> A person of suitable age and discretion then residing in defendant's usual place of abode
Address (complete only different than shown above)	Date 11/21/2019
	Time 10:30 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm
	Signature of U.S. Marshal or Deputy Oda Sheff

Service Fee \$780.00	Total Mileage Charges including endeavors —	Forwarding Fee N/A	Total Charges \$780.00	Advance Deposits N/A	Amount owed to U.S. Marshal* or (Amount of Refund*) —
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REMARKS: contact was made with Brenda Dion, wife of Doug and co-defendant, through a rear window and refused service. Notice was posted on the rear door, which appeared to be the main entrance, of the residence while Brenda Dion watched.

Mileage is on Brenda Dion's USM 285

- DISTRIBUTE TO:**
1. CLERK OF THE COURT
 2. USMS RECORD
 3. NOTICE OF SERVICE
 4. BILLING STATEMENT*: To be returned to the U.S. Marshal with payment, if any amount is owed. Please remit promptly payable to U.S. Marshal.
 5. ACKNOWLEDGMENT OF RECEIPT

PRIOR EDITIONS MAY BE USED

Exhibit
20

Form USM-285
Rev. 11/13

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* Doug Dion
 was received by me on *(date)* 11/12/2019

☐ I personally served the summons on the individual at *(place)* _____
 on *(date)* 11/21/2019 ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☒ Other *(specify)*: Posted Notice to Quit and Vacate (see below)

My fees are \$ - 0 - for travel and \$ 780.00 for services, for a total of \$ 780.00

I declare under penalty of perjury that this information is true.

Date: 11/21/2019



 Server's signature

Adam Shelton, DUSM

 Printed name and title

225 S. Pierre ST
 Pierre, SD 57501

 Server's address

Additional information regarding attempted service, etc:

Contact was made with Brenda Dion, wife of Doug and co-defendant, through a rear window and refused service. Notice was posted on the rear door (Which appeared to be the main entrance) of the residence while Brenda Dion watched.

U.S. Department of Justice
United States Marshals Service

PROCESS RECEIPT AND RETURN
See "Instructions for Service of Process by U.S. Marshal"

PLAINTIFF United States of America		COURT CASE NUMBER N/A	
DEFENDANT Brenda Dion, Doug Dion, and/or any party in possession		TYPE OF PROCESS Serve Notice to Quit and Vacate	
SERVE AT	NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC. TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN		
	Brenda Dion ADDRESS (Street or RFD, Apartment No., City, State and ZIP Code) Unit #109, located at 332 White Ghost Drive, Fort Thompson, SD 57339		
SEND NOTICE OF SERVICE COPY TO REQUESTER AT NAME AND ADDRESS BELOW		Number of process to be served with this Form 285	1
Ellie J. Bailey United States Attorney's Office P.O. 7240 Pierre, SD 57501		Number of parties to be served in this case	2
		Check for service on U.S.A.	

SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE (Include Business and Alternate Addresses, All Telephone Numbers, and Estimated Times Available for Service):

Fold

Fold

Ms. Dion resides in Government Furnished Housing as she was formerly employed with the BIA. Unit #109 is also sometimes referred to as "BIA Crow Creek Agency HQ 109". She resides with her husband, Doug Dion. Her mailing address is P.O. Box 116, Ft. Thompson, SD 57339.

Signature of Attorney other Originator requesting service on behalf of: <i>Ellie J. Bailey</i>	<input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT	TELEPHONE NUMBER (605) 224-5402	DATE 11/8/19
---	---	------------------------------------	-----------------

SPACE BELOW FOR USE OF U.S. MARSHAL ONLY-- DO NOT WRITE BELOW THIS LINE

I acknowledge receipt for the total number of process indicated. (Sign only for USM 285 if more than one USM 285 is submitted)	Total Process 1	District of Origin No. 73	District to Serve No. 73	Signature of Authorized USMS Deputy or Clerk <i>C. Shepherd</i>	Date 11/8/19
I hereby certify and return that I <input checked="" type="checkbox"/> have personally served, <input type="checkbox"/> have legal evidence of service, <input type="checkbox"/> have executed as shown in "Remarks", the process described on the individual, company, corporation, etc., at the address shown above on the on the individual, company, corporation, etc. shown at the address inserted below.					
<input type="checkbox"/> I hereby certify and return that I am unable to locate the individual, company, corporation, etc. named above (See remarks below)					
Name and title of individual served (if not shown above)				<input type="checkbox"/> A person of suitable age and discretion then residing in defendant's usual place of abode	
Address (complete only different than shown above)				Date 11/21/2019	Time 10:30 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm
				Signature of U.S. Marshal or Deputy <i>John Smith</i>	

Service Fee	Total Mileage Charges including endeavors	Forwarding Fee	Total Charges	Advance Deposits	Amount owed to U.S. Marshal* or (Amount of Refund*)
\$780.00	\$134.56	N/A	\$914.56	N/A	"

REMARKS: Contact was made with Brenda Dion through a rear window and refused service. Notice was posted on the rear door, which appeared to be the main entrance, of the residence while Brenda Dion watched.
11/15/19 1 endeavor

DISTRIBUTE TO:

1. CLERK OF THE COURT
2. USMS RECORD
3. NOTICE OF SERVICE
4. BILLING STATEMENT*: To be returned to the U.S. Marshal with payment, if any amount is owed. Please remit promptly payable to U.S. Marshal.
5. ACKNOWLEDGMENT OF RECEIPT

PRIOR EDITIONS MAY BE USED

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*


This summons for *(name of individual and title, if any)* Brenda Dion
 was received by me on *(date)* 11/12/2019

- ☐ I personally served the summons on the individual at *(place)* Brenda Dion
 on *(date)* 11/21/2019 ; or
- ☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or
- ☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 on *(date)* _____ ; or
- ☐ I returned the summons unexecuted because _____ ; or
- ☒ Other *(specify)*: Posted Notice to Quit and Vacate (see below)

My fees are \$ 134.56 for travel and \$ 780.00 for services, for a total of \$ 914.56

I declare under penalty of perjury that this information is true.

Date: 11/21/2019


 Server's signature Adam J. Shelton
on BEHALF of DUSM & Shelton

Adam Shelton, DUSM
 Printed name and title

225 S. Pierre ST
 Pierre, SD 57501

Server's address

Additional information regarding attempted service, etc:

Contact was made with Brenda Dion through a rear window and refused service. Notice was posted on the rear door
 (Which appeared to be the main entrance) of the residence while Brenda Dion watched.